

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER				PAGE 1 OF									
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE					
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/ LOCAL TIME					
9. ISSUED BY			CODE		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS				
							<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING				
					14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP								
15. DELIVER TO			CODE		16. ADMINISTERED BY						CODE		
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY						CODE	
TELEPHONE NO.													
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER						18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES					21. QUANTITY	22. UNIT	23. UNIT PRICE		24. AMOUNT			
<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>													
25. ACCOUNTING AND APPROPRIATION DATA								26. TOTAL AWARD AMOUNT (For Govt. Use Only)					
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA								<input type="checkbox"/> ARE		<input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA								<input type="checkbox"/> ARE		<input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:							
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)							
30b. NAME AND TITLE OF SIGNER (Type or print)						30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)				31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED
 ☐ INSPECTED
 ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY <i>(Print)</i>		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT <i>(Location)</i>	
		42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

**TABLE OF CONTENTS FOR
SOLICITATION SP05060-03-R-0124_____**

TITLE	PAGE
Caution Notice (if any)	3
Standard Form (SF) 1449 Solicitation/Contract/Order for Commercial Items	1
Continuation of any block(s) from SF 1449	6
<u>Contract Clauses</u>	
1. FAR 52.212-4 - Contract Terms and Conditions – Commercial Items	10
2. Addendum to FAR 52.212-4	15
3. FAR 52.212-5 - Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items	35
4. DFARS 252.212-7001 - Contract Terms and Conditions Required to Implement Statutes or Executive orders Applicable to Defense Acquisition of Commercial Items	39
Any Contract Documents, Exhibits, or Attachments (e.g., PID, Statement of Work)	41
<u>Solicitation Provisions</u>	
1. FAR 52.212-1 - Instructions to Offerors – Commercial Items	67
2. Addendum to FAR 52.212-1	71
3. [X] FAR 52.212-2 - Evaluation – Commercial Items	80
4. [X] Addendum to FAR 52.212-2	81
5. FAR 52.212-3 - Offeror Representations and Certifications – Commercial Items	84
6. Any other required certifications (e.g., Surplus Material, Buy American Act)	93

7. DFARS 252.212-7000 - Offeror Representations and Certifications – Commercial Items 95

CAUTION NOTICE

This solicitation is totally set-aside for exclusive participation by small business concerns.

The Contracting Officer intends to issue one or more indefinite quantity contracts for a number of items of Federal Stock Class (FSC) 5340, designated as Cover, Access, to be manufactured in accordance with competitive standards and drawings. For purposes of evaluation and award, the solicitation identifies a *core list* of 166 items, [each designated by a National Stock Number (NSN)] for which demand has been experienced over the past year, or for which demand is anticipated in the coming years. *See the Website, "Excel Pricing Worksheet for Cover, Access" at http://www.dscp.dla.mil/gi/general/scp_ltc.htm.* The Excel Pricing Spreadsheet file sets forth the estimated annual quantities for the core list items. **Offerors are required to submit their prices for the core list items on an MS Excel Spreadsheet File and return the Excel Spreadsheet on a diskette/cd-rom as part of their price proposals.** See also, Pages 42 through 45 of this solicitation.

NOTE: *Items requiring Government Source Inspection (GSI) are identified with an asterisk (*). Any item not identified with an asterisk will be inspected at destination. However, the Government reserves the right to inspect any item at any time and at any place.*

In addition to the core list of 166 items, the Excel Spreadsheet includes 945 items (NSNs) that are not in the core group, but may be added to the contract(s) awarded at a later date pursuant to the clause entitled, "Addition And Deletion Of Items (MAR 2004)," based on the requirements of DSCP's customers. From time to time, all awardees will receive a list of additional items for review and timely submission of price(s) and delivery. Evaluation of the offers received for the additional items will be in accordance with the same criteria as used in the evaluation of the core list items resulting in the initial contract award(s). Upon evaluation and determination of the best value, these items will be added to one or more contract(s) by Supplemental Agreement.

NOTE: *The Government reserves the right to add items to the contract(s) even though such items might not be listed in the Excel Spreadsheet among the core list and non-core list items.*

Each contract awarded will have a base period of two years and will provide for three one-year unilateral options by the Contracting Officer to extend the term of the contract. The maximum term of each contract will be five years, including the base period and options. The estimated annual quantity for each item represents the Government's *good faith estimate* of the annual demand for the item. In the preparation of their proposals, offerors should consider that the estimated quantities are just what they purport to be, *estimates*, and should calculate any business risks associated with estimated quantities.

CAUTION NOTICE (cont.)

Guaranteed Minimum. For the base period, each contract awarded will include a guaranteed minimum equal to ten percent (10%) of the estimated annual value of the contract multiplied by the number of years in the base period. In this instance the guaranteed minimum will be 10% of twice the annual estimated value of the contract at the time of award. For each option period, the guaranteed minimum will be equal to 10% of the annual estimated value of the contract for which the option applies. The estimated annual value is derived by multiplying the annual estimated quantity for each item by the unit price for the item to arrive at a total amount for each item, and then by adding the item totals to arrive at a grand annual estimated total.

Each offeror's price proposal will be evaluated for price reasonableness and price realism. Offerors may be requested to provide pricing information to the extent necessary to establish price reasonableness and price realism, such as copies of commercial catalogs, or substantiation of market prices.

Delivery Orders issued under each contract awarded will be via the Paperless Ordering Process System (POPS). The POPS cannot accommodate contracts that provide for delivery f. o. b. origin and f. o. b. destination. Therefore, in the event that an offeror will receive the award for both, two separate contract awards will be issued, one for f.o.b. origin and one for f. o. b. destination.

Each contract will require the contractor to have electronic commerce/electronic data interchange (EC/EDI) capabilities. Failure to have EC/EDI capabilities at the time of contract award will result in the determination that the offer is ***technically unacceptable***. Information required to become a POPS/EDI Trading Partner can be found at <http://sas0.dscpl.dla.mil/ipu/acquisition/pe/edi/pops.htm>.

The latest revision of the DOD Bar Code Marking, Rev P dated December 15, 2002 is required for this procurement. Therefore, the following shall apply:

For all shipments of packages material to the government, which includes either depot DLA –direct or DVD (customer direct) shipments, both DOD linear and 2-D bar code markings are required on military shipping labels in accordance with MIL-STD-129, Revision P, dated December 15, 2002. 2-D bar coding shall be in accordance with ISO/IEC 15438, ISO/IEC 15434 (ANSI MHLO.8.3) and DOD 4500.9-R. MSL linear (code 3 of 9 or code 39) bar coding shall be in accordance with ISO/IEC 16388. MSL label stock quality shall meet MIL-PRF-61002. MSL bar code print quality shall meet ANSI MHLO.8-2000 or ANSI X3.182-1990 (R2000) for applicable 2-D and/or linear bar codes. All DVD shipments shall meet additional linear bar coding requirements in DLAD 52.211-9008. When the contract/order omits any data element required to be bar-coded, the field shall be zero-filled. These requirements do not apply to delivery orders when the basic contract has not been modified to require MIL-STD-129P. If there are inconsistencies between the schedule and MIL-STD-129P, the schedule takes precedence.

NOTES:

1. Although compliance with the *minimum requirements* is necessary for an offer to be considered technically acceptable, an offeror may submit terms and conditions that exceed those minimum requirements of the solicitation.

2. *Acceptance of the Option provisions of the solicitation are **mandatory** (see pages 21 through 23). Failure to accept the provisions may result in the offer's being eliminated from consideration.*

3. *All offerors should make every effort to quote as many items as possible.*

SPECIAL NOTICE: Until all provisions, clauses and documents are updated, any reference to "Defense Industrial Supply Center" or "DISC" herein shall be construed to be a reference to the Defense Supply Center Philadelphia or DSCP, respectively.

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS - SF 1449
(CONTINUATION SHEET)**

1. Block 8

Offer Due Date/Local Time: **2004 May 24 4:00pm**_____

2. Block 9 (continued)

Mailed offers should be sent to:

Defense Logistics Agency
Defense Supply Center Philadelphia
Post Office Box 56667
Philadelphia, PA 19111-6667

Solicitation No: **SP0560-03-R-0124**_____
Opening/Closing Date and Time: **2004 May 24 4:00pm**

Handcarried Offers should be delivered to:

Defense Supply Center Philadelphia
Business Opportunities Office
Building 36, 2nd Floor
700 Robbins Avenue
Philadelphia, PA 19111-5092

Solicitation No: **SP0560-03-R-0124**_____
Opening/Closing Date and Time: **2004 May 24 4:00pm**_____

[Examples of Handcarried Offers include: In-Person delivery by contractor; or Fed Ex, Airborne, UPS, DHL, Emery, other commercial carrier; or USPS Express Mail, USPS Certified Mail.]

Note: All handcarried offers are to be delivered between 8:00 a.m. and 4:00 p.m., Monday through Friday, except for legal federal holidays as set forth in 5 USC 6103. Offerors using a commercial carrier service must ensure that the carrier service "handcarries" the package to the address specified above for handcarried offers prior to the scheduled opening/closing time. Package must be plainly marked **ON THE OUTSIDE OF THE**

COMMERCIAL CARRIER'S ENVELOPE with the solicitation number, date, and time set forth for receipt of offers as indicated in Block 8 of the Standard Form 1449.

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS - SF 1449
(CONTINUATION SHEET) (cont.)**

Facsimile offers (if authorized; see “Addendum” to 52.212-1 (b)) or offer modifications/withdrawals should be transmitted to:

(215) 737-9216 or (215) 737-8414

Offers submitted to any other telephone number shall not be considered for award.

3. Block 17a: Offeror's assigned DUNS Number:_____.

(If you do not have a DUNS number, contact the individual identified in Block 7a or see 52.212-1, Instructions to Offerors—Commercial Items (paragraph j) for information on contacting Dun and Bradstreet.)

4. Block 17b: Remittance Address: (if different from Contractor/Offeror address in block 17a.)

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS - SF 1449
(CONTINUATION SHEET) (cont.)**

1. Continuation of Blocks 19-24:

Schedule of Supplies/Services

COVER, ACCESS (VARIOUS)

EACH NSN CAN BE FOUND ON THE WEBSITE: http://www.dscp.dla.mil/gi/general/scp_ltc.htm

COVER, ACCESS - REQUIREMENTS:

- ITEMS WITHOUT AN (*) ASTERISK IN THE COLUMN FOR INSPECTION REQUIREMENT ARE DESTINATION INSPECTED.
- ITEMS DESIGNATED WITH AN (*) ASTERISK IN THE COLUMN FOR INSPECTION REQUIREMENT ARE SOURCE INSPECTED.

I/A/W COMPETITIVE STANDARDS AND DRAWINGS

*Preparation For Delivery For Delivery to a DLA Supply Depot: MIL-STD-2073-1C, 01 OCT 1996.
See Website http://www.dscp.dla.mil/gi/general/scp_ltc.htm for complete packaging and quantity per unit pack (QUP) for each item (NSN).*

Complete Packaging Data and QUP for Each NSN can be found on the Website:
http://www.dscp.dla.mil/gi/general/scp_ltc.htm

The latest revision of the DOD Bar Code Marking, Rev P dated December 15, 2002 is required for this procurement. Therefore, the following shall apply:

For all shipments of packages material to the government, which includes either depot DLA –direct or DVD (customer direct) shipments, both DOD linear and 2-D bar code markings are required on military shipping labels in accordance with MIL-STD-129, Revision P, dated December 15, 2002. 2-D bar coding shall be in accordance with ISO/IEC 15438, ISO/IEC 15434 (ANSI MHLO.8.3) and DOD 4500.9-R. MSL linear (code 3 of 9 or code 39) bar coding shall be in accordance with ISO/IEC 16388. MSL label stock quality shall meet MIL-PRF-61002. MSL bar code print quality shall meet ANSI MHLO.8-2000 or ANSI X3.182-1990 (R2000) for applicable 2-D and/or linear bar codes. All DVD shipments shall meet additional linear bar coding requirements in DLAD 52.211-9008. When the contract/order omits any data element required to be bar-coded, the field shall be zero-filled. These requirements do not apply to delivery orders when the basic contract has not been modified to require MIL-STD-129P. If there are inconsistencies between the schedule and MIL-STD-129P, the schedule takes precedence.

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS - SF 1449
(CONTINUATION SHEET) (cont.)**

A list of potential NSNs (non core items) that may be added on a post award basis can be found at http://www.dscpl.dla.mil/gi/general/scp_ltc.htm. The government reserves the right to add items not found on this list, but which are within the scope of the contract.

NOTE: PLEASE REFER TO PID/PACKAGING DATA (website) FOR EACH ITEMS SPECIFIC REQUIREMENTS.

Website Excel Spread Sheet is 1 workbook with 6 sheets:

- 1 CORE PID DATA - drawing numbers, QAPS and Type#.**
- 2 CORE PKG DATA – packaging data for each NSN.**
- 3 PRICING WORKSHEET – provides annual estimated quantity, unit of issue and INPUT columns for Price and Delivery.**
- 4 COVER, ACCESS TABLE DATA – explanation of PID table codes.**
- 5 NON-CORE PID DATA – universe of Cover, Access, no current demand.**
- 6 NON-CORE PKG DATA– universe of Cover, Access, no current demand.**

UPON REQUEST: POC – CODIE ROBINSON, (215) 737-3797 WILL ISSUE DRAWING DATA ON CD-ROM.

NOTE: INSTRUCTIONS FOR VIEWING DRAWINGS ON CD-ROM CAN BE

FOUND AT <http://abiweb.dscp.dla.mil/abi>.

**FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS
(OCT 2003)**

(a) *Inspection/Acceptance.*

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.*

The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.*

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.*

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.*

The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable Delays.*

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

FAR 52.212-4 (continued)

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration; or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent Indemnity.*

The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt Payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer(EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

FAR 52.212-4 (continued)

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) *Risk of Loss.*

Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin, or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.*

The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's Convenience.*

The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's

records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for Cause.*

The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.*

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.*

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of Liability.*

FAR 52.212-4 (continued)

Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other Compliances.*

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with Laws Unique to Government Contracts.*

The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of Precedence.*

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *Central Contractor Registration (CCR).*

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

FAR 52.212-4 (continued)

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

If preceded by an X, the following paragraphs of 52.212-4 contain additional language:

<u>Paragraph</u>	<u>Additional Language</u>
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- [X] (a) FAR 52.246-2, *Inspection of Supplies - Fixed Price*, is included in this contract and takes precedence over FAR 52.212-4(a). **This clause only applies to source inspected line items.**
- [] (i) **Fast Payment** procedures apply. The Government will pay invoices based on the Contractor's delivery of supplies to a post office or common carrier (or, in shipments by other means), to the point of first receipt by the Government.

ADDENDUM TO FAR 52.212-4 (Continued)

FAR 52.211-16 VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in the manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

Increase 05% Decrease 05%

This increase or decrease shall apply to the total item quantity for each destination.

(End of Clause)

DISC 52.211-9I17 TIME OF DELIVERY (JUN 1980)

Material ordered under the terms of this contract shall be delivered within **60** days after the date of the order. Notwithstanding any other provisions/clauses of this contract, no deliveries shall be made prior to issuance of delivery order (DD Form 1155).

(End of Clause)

FAR 52.216-18 - ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from award date through two calendar years.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

ADDENDUM TO FAR 52.212-4 (continued)

FAR 52.216-22 -- INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract 240 days after the contract expiration date.

(End of Clause)

ADDITION AND DELETION OF ITEMS - MARCH 2004

A. ADDITIONS.

1. Additions by the Government.

- (a) In addition to the core listing of 166 items, the scope of the contract(s) resulting from this solicitation will include additional items that are in a universe described as Cover, Access, Competitive, QSLM/D, in the FSC 5340. It is the intention of the Government to add items (see <http://www.dscp.dla.mil/gi/general/scp.htm/>) to the contract(s) that fall into this category. These items may be added during the base or option periods of this contract provided that the Contractor is able to furnish the additional item(s), and the Contracting Officer and the Contractor are able to agree to terms, including reasonable price(s), as determined by the Contracting Officer.
- (b) If the Government makes multiple awards under this solicitation, additional item(s) will be awarded on a post-award basis via supplemental agreement to the Contractor(s) whose price and past performance is the most advantageous to the Government on an item-by-item basis as follows: Item description(s) will be provided to ALL successful awardees for their review and timely submission of prices. The contracting officer will evaluate the Contractor's performance by considering any or all of the following sources of information: the Contractor's performance on delivery orders issued under this contract; contracting officer knowledge of the Contractor's performance on other contracts, including other current contracts; the Contractor's Automated Best Value System (ABVS) scores; the DoD Past Performance Automated Information System (PPAIS); Dun & Bradstreet (D&B); Federal agencies other than DSCP; state and local

ADDENDUM TO FAR 52.212-4 (continued)

government agencies; any other independent sources having relevant information.

The Contractor must provide complete information should the Government elect to place these items on contract without negotiation.

2. Additions or Substitutions Recommended by the Contractor.

At any time during the performance of the contract, the Contractor may recommend changes to

an item covered by its contract, or may propose alternate or substitute item(s). However, unless and until the Contracting Officer approves such recommended changes, alterations or substitutions in writing, the Contractor shall provide the item specified in the contract.

3. Administration of Additions.

- (a) Prices for Item(s) to be added to the contract shall be negotiated, and the priced items will be incorporated into the contract(s) via Supplemental Agreement.
- (b) Except in instances of urgency, and unless the Contracting Officer agrees to a specified period of time, the Contractor shall provide the Contracting Officer with prices within ten (10) days after receipt of notification of the Government's intention to add item(s) to the contract(s). In instances of urgency, Contractors may be required to submit prices in less than ten days. The Contracting Officer may reject any offer that is not received within the time period specified. The Contracting Officer shall make every effort to complete his or her evaluation within thirty (30) days after receipt of the Contractor's prices.
- (c) Unless another time is agreed to by the Contractor and the Contracting Officer, delivery of the item(s) added to the contract shall occur within 120 days after date of order.

B. DELETIONS.

1. Deletions by the Government.

- (a) During any period of the contract resulting from this solicitation, the Government may elect to delete any item or items. These items may be deleted due to changing demand patterns, obsolescence, item substitution or because they no longer have application.
- (b) Deletion of any item from the contract by the Government will constitute a Termination for Convenience.

ADDENDUM TO FAR 52.212-4 (continued)

2. Deletions Recommended by the Contractor.

- (a) During any period of performance under the contract resulting from this solicitation, the Contractor may notify the Contracting officer as to any item(s) it deems to be obsolete, unavailable, out of production or superseded, and may recommend the deletion of such item(s) from the contract. The notice shall include complete information as to appropriate superseding, substitute, or alternate items, and how such items meet the fit, form, function and interchangeability requirements of the obsolete, unavailable, out of production, or superseded item. If an obsolete item has no replacement, the notice shall include information concerning

the availability of alternate sources or substitute item(s). If, based on the recommendation of the Contractor, an item is, or a number or items are, deleted from the contract, the deletion shall be a Termination for Convenience.

3. Administration of Deletions.

- (a) Upon notice from the Contracting Officer of a proposed deletion, the Contractor shall stop work immediately on any/all undelivered orders for the item(s) identified for proposed deletion. Within ten (10) days of receipt of the notice of proposed deletion, the Contractor shall notify the Contracting Officer as to whether the proposed deletion will cause an increase or decrease in, or have no effect on, the cost to the Government under the contract, and shall provide an estimate of any cost impact. Unless a longer period is authorized by the Contracting Officer, within 30 days of receipt of a Modification deleting one or more items from the contract, the Contractor shall submit its termination settlement claim.
- (b) As soon as practicable after receipt of a recommendation from the Contractor to delete one or more items from the contract, the Contracting Officer will notify the Contractor of approval or disapproval of the recommendation. The Contracting Officer will be required to coordinate the proposed deletions with DSCP's customer-users and Engineering Support Activities (ESAs) having technical jurisdiction of the item(s). Upon coordination/approval of a proposed deletion, the Contracting Officer will issue a Modification implementing the deletions.
- (c) Unless a longer time has been authorized by the Contracting Officer, the Contractor shall submit its claim for termination settlement costs, if any, no later than thirty (30) days after receipt of the deletion notice, or shall notify the Contracting officer within that time period that the deletion may be at no cost to either party. This applies whether the deletion is the determination of the Contracting Officer's own initiative, or whether the deletion is the result of the Contracting Officer's acceptance of the Contractor's recommendation that an item, or items be deleted.
- (d) Deletions (terminations for convenience) shall be implemented by a Contract Modification. Upon agreement as to settlement costs, if any, a Supplemental Agreement signed by the Contractor and the Contracting Officer shall finalize the agreement.

ADDENDUM TO FAR 52.212-4 (continued)

Failure of the Contractor and the Contracting Officer to agree on the amount of a termination settlement shall constitute a dispute under the "Disputes" clause of the contract.

ADDITIONAL SOURCES OF PAST PERFORMANCE INFORMATION (Jan 2004)

In addition to information obtained from DSCP's records, data or information relating to the offeror's performance may be obtained from sources other than those listed pursuant to this provision. Examples of such sources are the DoD Past Performance Automated Information System (PPAIS), Dunn & Bradstreet (D & B), Federal agencies other than DSCP, state and local government agencies, contracting officer experience on this contract and other contracts, including current contracts for the same or similar item(s), and any other independent sources having

relevant information.

DELIVERY ORDER LIMITATIONS - INDEFINITE QUANTITY CONTRACT (STOCK AND/OR DVD) (MAY 1997)

(a) Definitions.

- (1) The term, **“Contract Year,”** means a period of twelve (12) calendar months commencing on the contract date and continuing through the twelfth (12th) calendar month thereafter.
- (2) The term, **“Annual Estimated Quantity,”** refers to the Government’s good faith estimate of the requirements for each item during a specified “contract year.” If no specific contract year is cited, the annual estimated quantity shall apply to each and every contract year during the period of the contract, including each option year, if any.
- (3) The **“Annual Estimated Amount”** for an item is the amount derived by multiplying the annual estimated quantity by the contract unit price at which the item is awarded.
- (4) The **“Annual Estimated Value of the Contract”** is the sum of the annual estimated amounts of the items awarded. If the contract base period is in excess of one year, the **“Estimated Value of the Contract”** will be the annual estimated value of the contract multiplied by the number of years in the base period.
- (5) The term, **“Base Contract Period,”** defines a period of performance consisting of one or more contract years. For this contract, the **base contract period** is 2 contract year(s), commencing on the contract date and extending through the 24 calendar months thereafter.
- (6) The term, **“Guaranteed Minimum,”** is that minimum quantity, or that minimum dollar value, which the Government will guarantee the Contractor for the effective period of the contract. This is not to be confused with the Minimum Order Limitation set forth in Paragraph (b) below. The **guaranteed minimum** is set forth in Paragraph (e) below.

(b) **Minimum Order.** As applicable, the minimum quantity, or the minimum dollar value, for any individual delivery order issued under this contract will be **25%** of the annual estimated quantity. In the event that this contract includes incremental or stepladder pricing provisions, the minimum quantity for any item shall not be less than the lowest quantity set forth in the lowest quantity increment, **even if the quantity ordered is part of the guaranteed minimum under Paragraph (e) below.**

(c) **Maximum Order Limitation.** Subject to the provisions of Paragraph (e) below related to the **Guaranteed Minimum**, the Contractor is not obligated to honor----

- (1) Any order for an item in excess of 300% annual estimated quantity.
Any order for a combination of items in excess of (not applicable).
- (2) A series of orders from the same ordering office within a period of 60 days that together call for quantities or dollar values in excess of the limitations in (1) or (2) of this Paragraph (c).

ADDENDUM TO FAR 52.212-4 (continued)

(d) **Notwithstanding the maximum order limitations set forth in (c) above,** the Contractor shall honor any order exceeding those maximum order limitations, unless that order, or orders, is/are returned to the ordering office within 5 days after issuance, with written or electronic notice stating the contractor’s intent not to ship the item or items covered by the order(s) and the reasons therefore. Whereupon, the Government may either (i) reissue the order within the maximum order limitations, or (ii) order the supplies from another source. **This notice does not apply to the guaranteed minimum set forth in Paragraph (e) below, which requires the Contractor to deliver any quantity**

within the guaranteed minimum so long as it is in excess of the minimum order limitation of

Paragraph (b).

(e) Guaranteed Minimum.

(1) Scope of Guaranteed Minimum

- a. For a contract with a base period of one year, if the minimum guarantee is stated in terms of quantity, the guaranteed minimum will be a percentage of the annual estimated quantity of the item.
- b. For a contract with a base period of one year, if the minimum guarantee is stated in terms of a dollar value, the guarantee will be determined at the time of award and will be a percentage of the aggregate of the annual estimated amounts of the items awarded.
- c. For a contract with a base period of more than one year, if the minimum guarantee is stated in terms of quantity, the guarantee will be a percentage of the annual estimated quantity for each item awarded multiplied by the number of contract years in the base period. For a contract with a base period of more than one year, if the minimum guarantee is stated in terms of a dollar value, the guarantee will be a percentage of the annual estimated value multiplied by the number of contract years in the base period.
- d. The minimum guarantee for any option period will be a percentage of the annual estimated quantity for each item covered by the option, if the guaranteed minimum is stated in terms of quantity, or will be a percentage of the annual estimated value, if the guaranteed minimum is stated in terms of dollar value.

(1) The Government guarantees that it will order under this contract, (and under the contract awarded for any partial set-aside) the following minimum, as applicable:

☐ A quantity of each item which represents _____ percent of the annual estimated quantity of the item awarded. (Base period of one year).

☐ Supplies which have a dollar value of at least 10 percent of the annual estimated value reflected on Page 1 of the contract/award. (Base period of two or more years).

☐ A quantity of each item which represents ___ percent of the annual estimated quantity of the item awarded multiplied by 2 (Base period of two or more years).

☒ Supplies which have a dollar value of at least 10 percent of the annual estimated value multiplied by 2 (Base period of two or more years).

(2) Subject only to the minimum per order specified in Paragraph (b) above, in the sole discretion of the contracting officer, the guarantee may be placed by a single delivery order or by any number of delivery orders. The maximum quantity per order do not apply until after the guaranteed minimum.

ADDENDUM TO FAR 52.212-4 (continued)

- (3) In the event that a single delivery order in excess of the maximum quantity per order has been issued and the quantity covered by the order is more than is required to liquidate any remaining guaranteed minimum, the notice provision of Paragraph (d) above shall apply. If the Contractor provides timely notice, or returns the order, the Contracting Officer may consider issuing an order for a quantity within the minimum and maximum ordering quantities to use up the remaining unliquidated guaranteed

minimum, or may opt to acquire the entire quantity from other sources.

(5) The aggregate of the delivery orders issued during the base contract period will applied to the minimum guarantee as defined above. When the aggregate of the delivery orders equals or exceeds the guaranteed quantity or guaranteed dollar value, as applicable, the minimum guarantee will have been met, and the Government's obligations with regard to the guarantee will have been satisfied.

(f) Maximum Contract Limitation. Notwithstanding any other provisions of this clause or provisions included elsewhere in this solicitation, the maximum quantity or maximum dollar value that may be obligated against this contract(s) for all items is \$10 million.

(End of Clause)

DSCP 52.217-9I05 OPTION TO EXTEND THE TERM OF THE CONTRACT – NOTICE OF EPA PROVISION (ALTERNATE) (JUL 1992) ADDENDUM I DSCP (OCT 1994)

(a) OPTION PROVISION

(1) At the option of the Government, this contract may be extended for up to, but not exceeding, 3 years beyond the base contract year. The total duration of the contract, including the base contract year, shall not exceed 5 years. The option may be exercised in increments of One (1) Year by written notice to the Contractor at least Thirty (30) days prior to the date of expiration of the then existing terms.

(2) During any term of this contract, whether the base contract year or any option year(s), prices will be subject to adjustment in accordance with the clause of this contract entitled, *Economic Price Adjustment Industrial Commodities (MAY 1996)*. For purposes of the limitation on the aggregate of the increases provided by the applicable EPA clause, such adjustments shall be cumulative but not duplicative. Namely, the aggregate of the increases for orders issued during a contract term shall be governed by the limitation applicable to that contract term, and shall not be duplicated or increased because performance of the order in accordance with the delivery schedule therein causes the adjusting date to fall within a subsequent contract term which has its own limitation on aggregate increases.

ADDENDUM TO FAR 52.212-4 (continued)

(b) TERMS AND CONDITIONS

The terms and conditions of the contract for and during any period for which the

(1) option has been exercised shall be the same as those terms and conditions contained in the contract for the base contract year, subject to any adjustments in the price(s) which are warranted

under Subparagraph (a)(2) above.

- (2) THE EFFECTIVE DATE OF THE MODIFICATION by which the option is exercised will be that date on which the then current term of the contract expires. For purposes of establishing the "contract price(s)" subject to adjustment under the clause entitled "Economic Price Adjustment," the "contract price(s)" on the first day of any option period will be the contract price(s) in effect on the last day of the term or period immediately preceding the period for which the option has been exercised.

(c) EVALUATION OF OFFERS

- (1) Offers will be evaluated on the basis of the price(s) submitted for the base contract year only, without regard to the inclusion of this "Option" provision. The reasons are as follows:
- (i) Offerors are not permitted to offer prices for the "Option" year(s) which differ from those of the base contract year.
 - (2) (ii) This Solicitation and Offer includes a provision for Economic Price Adjustment. Therefore, offerors must submit prices which do not include contingencies for increases in costs.
 - (iii) The provision of this Solicitation and Offer pertaining to the Economic Price Adjustment applies to the base contract year and to all "Option" years.
- (2) CAUTION NOTICE - ASSENT TO OPTION PROVISION OFFERORS MUST SUBMIT OFFERS WHICH INCLUDE THIS OPTION PROVISION, AND MUST INDICATE THEIR ASSENT TO INCLUSION OF THE CLAUSE EITHER BY PLACING AN "X" IN THE BLOCK BELOW, OR BY INDICATING CLEARLY ELSEWHERE IN THE OFFER THAT THEY HAVE READ AND UNDERSTAND THE CLAUSE, AND THAT THEY AGREE TO ITS INCLUSION IN THE RESULTING CONTRACT.

====> [] OFFEROR HAS READ AND UNDERSTANDS THE FOREGOING OPTION PROVISION, AND ASSENTS TO ITS INCLUSION IN ANY CONTRACT RESULTING FROM THIS SOLICITATION AND OFFER. FAILURE TO INDICATE ASSENT TO THE CLAUSE ABOVE, OR ELSEWHERE IN THIS SOLICITATION AND OFFER, WILL RESULT IN REJECTION OF THE OFFER AS NONRESPONSIVE, AND MAY PRECLUDE CONSIDERATION OF THE OFFER IF THIS IS A NEGOTIATED SOLICITATION AND THE CONTRACTING OFFICER ELECTS TO MAKE AWARD WITHOUT DISCUSSIONS.

ADDENDUM TO FAR 52.212-4 (Continued)

ADDENDUM I DISC (OCT 1994)

[X] (d) [This paragraph (d) applies if an "X" is indicated in the box provided here and in the appropriate area below and shall take precedence over any provisions of this contract or of this "Option" clause which are inconsistent herewith.]

[X](1) For purposes of this contract there will be more than a one year base contract period; the base contract period will be 2 years. Therefore, where reference may be made elsewhere in this solicitation/contract or in this clause to a one (1) year base contract period, a 2 year base contract period shall apply.

[X](2) The terms and conditions of the contract for and during any period for which the "Option" provision has been exercised shall be the same as those terms and conditions contained in the contract for the 2 year base contract period, except that the Government's Guaranteed Minimum shall be calculated as follows:

(i) Guaranteed Minimum Expressed in Dollars.

For each Option year, the Guaranteed Minimum will be equal to an amount represented by that fraction of the base contract period's Guaranteed Minimum which represents one (1) year of the guaranteed amount. For example if the base contract period is three (3) years, the Guaranteed Minimum for each Option year will be equal to one-third of the Total Estimated Guaranteed Minimum Value established for the base contract period.

(ii) Guaranteed Minimum Expressed in Quantity.

For each Option year, the Guaranteed Minimum will be equal to that quantity which is that fraction of the quantity of the base contract period's Guaranteed Minimum representing one (1) year of the guaranteed amount. For example if the base contract period is three (3) years, the Guaranteed Minimum for each Option year will be equal to one-third of the Total Estimated Guaranteed Minimum Quantity established for the base contract period.

(End of Clause)

**52.216-9I14 ECONOMIC PRICE ADJUSTMENT - INDUSTRIAL COMMODITIES
(JAN 1993) DSCP**

(a) Definitions as used in this clause –

(1) The economic indicator for the purpose of price adjustment shall be the revised version, published four (4) months after the initial publication of the Producer Price Index set forth in table 1041 of the monthly report entitled, "Producer Prices and Price Indexes," published by the Bureau of Labor Statistics (BLS), U. S. Department of Labor, for the Code No. and Commodity as follows:

CODE NO. AND COMMODITY

Code No. _WPU1041_____

Commodity _Hardware N.E.C._____

(2) The base price index for the purpose of price adjustment shall be the revised version, published four (4) months after the initial publication, of the applicable producer price index for the economic indicator for the month of the contract date;

(3) The term "Contract Date" means:

(i) the date of bid opening in the case of a sealed bid acquisition;

(ii) the date of award in the case of a negotiated acquisition, except that with respect to any set- aside portion (partial small business) awarded under this solicitation "Contract Date" shall mean the date of bid opening of the non-set-aside portion if sealed bid, or the date of award of the non-set-aside portion, if negotiated.

(4) The words "Contract Delivery Date" refer only to the delivery schedule as originally stated in the contract plus any extension attributable solely to reasons determined by the Contracting Officer to be excusable within the meaning of the "Default" clause of this contract. The words "Contract Delivery Date" do not include any extension of the delivery schedule, however accomplished, except for such excusable causes.

(5) The adjusting price index means:

(i) for supplies delivered within the contract delivery date

(B) for price increases, the producer price index for the economic indicator for the month 30 days prior to the contract delivery date, or the month 30 days prior to the date supplies are shipped, whichever is earlier, and

(B) for price decreases, the producer price index for the economic indicator for the month 30 days prior to the date the supplies are shipped.

(ii) for supplies delivered after the contract delivery date, the producer price index for the economic indicator for the month 30 days prior to contract delivery date or for the month 30 days prior to actual shipment, whichever is lower.

ADDENDUM TO FAR 52.212-4 (Continued)

(b) The unit prices for the supplies set forth in the contract shall be subject to adjustment upward or downward by the percentage relationship of the adjusting price index to the base price index. (Divide the adjusting price index by the base price index; multiply this percentage by the contract unit price; this is the adjusted contract unit price.) The producer price index to be used in calculating the amount of adjustment shall be that index for the Code No. and Commodity specified in paragraph a. above. If the BLS fails to publish the selected index in the month 30 days prior to contract delivery date or the month 30 days prior to date supplies are delivered, the parties shall agree on an appropriate method of computing the adjusting price index. Failure to agree on an appropriate method of adjustment shall be a dispute concerning a question of fact within the meaning of the "Disputes" clause of this contract.

(c) If the Contracting Officer determines that the index consistently and substantially fails to reflect market conditions, the Contracting Officer may amend the contract to specify use of an appropriate subject index, effective on the date the index specified in the contract begins to consistently and substantially fail to reflect market conditions.

(d) Pending revision of the contract unit prices, if any to be made pursuant to this clause, the Contractor shall be paid the contract unit prices for deliveries made.

(e) Within 180 days after date of shipment of the supplies or such further period as may be authorized in writing by the Contracting Officer, the Contractor:

(1) By written notice to the Contracting Officer, may request an upward adjustment of the contract prices pursuant to the provisions of this clause. Such notice shall set forth the amount of adjustment requested, the date of shipment of the supplies and the applicable base price and adjusting price indexes.

(2) If the contract unit prices are subject to a downward adjustment pursuant to this clause, shall notify the Contracting Officer in writing of the date of shipment, the supplies and the applicable base price and adjusting price indexes.

(3) Shall certify on a final adjusting invoice that all price decreases required by this clause have been applied in the manner required herein.

(f) Notwithstanding any other provisions of this clause, price adjustments under this clause shall be subject to the following limitations:

(1) The aggregate of the increases in any unit price under this clause shall not exceed __10%____ percent of the applicable contract unit price as of the contract date. There is no percentage limitation on the amount of decreases made under this clause.

(2) No adjustment shall be made under this clause unless the total change in the contract amount is \$250.00 or more.

(g) Notwithstanding any other provision of this clause, applicable price decreases may be affected by the Contracting Officer any time after shipment of the supplies.

ADDENDUM TO FAR 52.212-4 (Continued)

(h) Price adjustment pursuant to this clause will be made by contract modification(s) to the contract issued by the Contracting Officer which, in addition to showing the adjustment, will show the base price index, the adjusting price index, and the percentage relationship. The Contractor agrees that in the event the contract unit prices are decreased in accordance with this clause, the refund covering the amount of overpayment will be forwarded to the Contracting Officer upon issuance of the modification.

(i) Any dispute arising under this clause shall be determined in accordance with the provisions of the "Disputes" clause of this contract.

(j) The Contractor warrants that the price set forth in this contract does not include any allowance for a contingency to the extent covered by this clause.

(End of Clause)

52.217-9I16 SURGE OPTION REQUIREMENT (OCT 2001) DSCP

Notwithstanding any order limitations specified elsewhere in this solicitation, the contractor must satisfy the surge and sustainment requirements set forth in this clause.

(a) Definition.

Surge Requirements are unanticipated demands for accelerated delivery of supplies or services within existing industrial abilities during wartime and during peacetime emergencies. This includes the ability of the supplier to ramp-up quickly to meet early requirements as well as to sustain the increased pace throughout the emergency.

(b) Surge Option.

The Government reserves the right to exercise an option under this contract to meet surge requirements on an item by item basis as shown on the attached spreadsheet(s). The Government also reserves the right to accelerate the rate of delivery called for by the contract, if this is a definite quantity contract; or, if this is an indefinite delivery contract, establish an accelerated rate of delivery for orders issued under this option.

ADDENDUM TO FAR 52.212-4 (Continued)**(c) Special Terms and Conditions Related to Surge Requirements.**

If the Contractor is a manufacturer, the materials needed to produce the surge quantities specified in the attached spreadsheet shall be acquired, stored and managed by the Contractor. If the Contractor is a non-manufacturer, the resources needed (for example, access to raw material, inventories, production capabilities, and transportation services) to provide the surge quantities as specified in the attached spreadsheet shall be obtained by the Contractor. In either case, the Contractor shall maintain and rotate these materials and/or end items and/or continuously maintain access to the resources needed to support surge requirements. The Contractor is contractually obligated to ensure that the capabilities exist to fulfill the surge requirements specified in the attached spreadsheet, if and when the Surge Option is exercised.

The Contractor shall not revise the surge option delivery schedule without the prior approval of the contracting officer.

The contracting officer may exercise this Surge Option at any time prior to acceptance by the Government of the final scheduled delivery under the contract. At his or her discretion, the contracting officer may provide preliminary notification of the exercise of this Surge Option verbally or by written or electronic means, which shall state the quantities to be added or accelerated under the terms of the clause. The preliminary notice will be followed by a Contract Modification incorporating the previously given notice, and establishing a not-to-exceed price, unless a previously agreed to surge option price has been established. The not-to-exceed price shall be the highest contract unit price for the added or accelerated items on the date of the notice.

The prices applicable to the basic contract quantities shall be those prices stated in the Award/Contract. The prices applicable to the surge option quantities shall be the agreed to or not-to-exceed prices mentioned in the preceding paragraph. If an agreed to price has not been established at the time of the exercise of the surge option, no later than thirty (30) days after the date of the exercise of the option, the Contractor shall submit a cost or price proposal, together with justification for the cost/price, including holding or storage costs, for the materials required to produce the added/accelerated items (if the Contractor is a manufacturer), or for the added or accelerated items (if the Contractor is a non-manufacturer). Any failure to agree on a final price applicable to those materials or items within the scope of this Surge Option provision shall be a dispute within the meaning of the Disputes clause of the contract. However, nothing in this clause shall be cause for the Contractor to refrain from performance under the Surge Option pending resolution of any dispute. The Contractor will not be required to deliver supplies or services at a rate greater than the delivery rate detailed in the attached spreadsheet. Further, no delivery under the exercise of this Surge Option shall be required more than 24 calendar months subsequent to government acceptance of the final scheduled delivery under the contract.

ADDENDUM TO FAR 52.212-4 (Continued)EXAMPLE

Final Day of Contract: 31 Dec 01

Final Delivery Order Issued Under Contract: 30 Dec 01 (Due Date - 31 May 02)

Acceptance of Final Delivery Order by Gov't: 28 May 02

The Surge Option may be exercised any time up until 28 May 02. No delivery under the Surge Option is required after 28 May 04.

Materials or supplies, up to the maximum surge period quantity cited in the attached Surge Spreadsheet, purchased by the Contractor in anticipation of the exercise of this Surge Option will be purchased by the Government if, during contract performance, the Surge Option is not invoked and the Contractor can demonstrate that the materials or supplies have no commercial market value. If the contract contains a Guaranteed Minimum either in quantities or dollar value, which has not been expended by the conclusion of the contract, payment(s) toward such guaranteed minimum shall be applied against the Contractor's claim for reimbursement of such purchases.

(d) Surge Testing.

The Government reserves the right to perform surge tests, or require the contractor to conduct surge tests, to validate the surge capabilities (i.e., ability to ramp up quickly, to sustain a required level, or both) as described in the contractor's surge and sustainment plan. These tests may be paper exercises, simulations, participation in live exercises, in Joint Chiefs of Staff (JCS) and Commander-in-Chief (CINC) exercises approved in the DLA Joint Training Plan, or any other methodology that can validate the contractor's surge and sustainment capability. Within one week after conduct of the test, the Contractor shall submit to the contracting officer a validation results report that clearly describes performance under the test, identifies all deficiencies found, and provides a plan of action to remedy these deficiencies.

(End of Clause)

SURGE AND SUSTAINMENT REQUIREMENTS PAGES 29 - 32**ADDENDUM TO FAR 52.212-4**

NSN	Surge & Sustainment Requirements						
	30	60	90	120	150	180	Total
5340000202261	1	0	0	0	0	0	1
5340000595772	31	35	37	0	0	0	103
5340001029934	9	4	6	0	0	0	19
5340001052722	1	0	0	0	0	0	1
5340001338160	0	1	1	0	0	0	2
5340001339834	2	2	2	2	2	2	12
5340001457961	8	7	6	0	0	0	21
5340001682256	5	5	5	5	5	5	30
5340001695734	3	3	3	3	3	3	18
5340001773742	1	1	1	0	0	0	3
5340001778078	1	0	1	0	1	0	3
5340001794528	1	1	0	0	0	0	2
5340002317420	1	1	0	0	0	0	2
5340002846532	0	0	1	1	1	1	4
5340003016975	4	4	4	4	4	4	24
5340004018442	1	1	1	1	1	0	5
5340004172788	1	1	0	0	0	0	2
5340004195860	1	0	0	0	0	0	1
5340004211600	1	1	0	0	0	0	2
5340004535452	1	0	0	0	0	0	1
5340005119054	14	16	16	0	0	0	46
5340006116195	0	1	0	1	0	1	3
5340006116242	1	1	1	1	0	0	4
5340006227402	1	0	0	0	0	0	1
5340006595162	0	0	1	0	0	0	1
5340006783030	1	1	1	0	0	0	3
5340007538701	1	0	0	0	0	0	1
5340007713299	1	1	1	0	0	0	3
5340007818154	1	1	1	0	0	0	3
5340007829599	5	5	5	5	5	5	30
5340008514894	5	5	5	5	4	4	28
5340008637334	0	1	1	1	1	1	5
5340008772090	8	9	9	8	9	9	52
5340009273305	1	0	0	0	0	0	1

5340009941000	3	3	3	3	3	3	18
5340009991980	19	19	21	0	0	0	59
5340010039728	1	1	1	0	0	0	3
5340010086088	3	0	0	0	0	0	3
5340010388788	344	379	409	0	0	0	1132
5340010425316	0	1	0	1	0	1	3
5340010502114	1	1	0	0	0	0	2
5340010539892	3	0	0	0	0	0	3
5340010617327	17	17	17	17	17	17	102
5340010620865	4	3	5	0	0	0	12
5340010625659	8	8	8	8	8	8	48
5340010700442	2	0	0	0	0	0	2
5340010724551	1	1	0	0	0	0	2
5340010739848	1	1	2	0	0	0	4
5340010739849	2	1	2	0	0	0	5
5340010784540	1	0	0	0	0	0	1
5340010793065	3	2	3	0	0	0	8
5340010793067	3	2	3	0	0	0	8
5340010835389	1	0	0	0	0	0	1
5340010863263	2	2	2	0	0	0	6
5340010864834	0	1	1	0	0	0	2
5340010897804	1	0	0	0	0	0	1
5340011024744	18	16	15	0	0	0	49
5340011056612	2	2	2	2	2	2	12
5340011063282	1	0	0	0	0	0	1
5340011073427	1	1	1	1	1	1	6
5340011153339	0	1	0	1	0	1	3
5340011197797	10	9	10	0	0	0	29
5340011249293	0	1	0	1	0	1	3
5340011250618	0	1	0	1	0	1	3
5340011250619	1	1	1	1	1	1	6
5340011317447	1	1	0	0	0	0	2
5340011320878	1	1	1	1	1	0	5
5340011346535	1	0	0	0	0	0	1
5340011346581	2	2	2	2	2	2	12
5340011380539	1	0	0	0	0	0	1
5340011396828	4	0	0	0	0	0	4
5340011422554	4	4	3	3	3	3	20
5340011443234	1	1	0	0	0	0	2
5340011474011	2	0	0	0	0	0	2
5340011476598	3	0	0	0	0	0	3
5340011553145	3	0	0	0	0	0	3
5340011579475	1	1	0	0	0	0	2
5340011608125	1	0	0	0	0	0	1
5340011636167	1	0	0	0	0	0	1
5340011648658	0	0	3	0	0	0	3
5340011651828	1	1	1	1	0	0	4
5340011674623	1	0	0	0	0	0	1
5340011712417	2	0	0	0	0	0	2

5340011714736	19	19	19	19	19	19	114
5340011774136	1	0	1	0	1	0	3
5340011832776	0	1	0	0	0	0	1
5340011832777	9	7	3	0	0	0	19
5340011832778	8	5	2	0	0	0	15
5340011838466	17	11	5	0	0	0	33
5340011838468	6	3	2	0	0	0	11
5340011838469	6	4	2	0	0	0	12
5340011846407	1	1	0	0	0	0	2
5340011850639	21	21	21	21	21	21	126
5340011861319	2	0	0	0	0	0	2
5340011883177	6	6	6	0	0	0	18
5340011887540	2	2	2	2	2	2	12
5340011899820	2	3	2	0	0	0	7
5340011921549	1	1	1	0	0	0	3
5340011933022	1	0	1	0	1	0	3
5340011995523	1	0	0	0	0	0	1
5340012011100	0	1	0	1	0	1	3
5340012075878	1	0	0	0	0	0	1
5340012075879	1	0	0	0	0	0	1
5340012103784	4	0	0	0	0	0	4
5340012124768	1	0	1	0	1	0	3
5340012135319	0	1	0	1	0	1	3
5340012144582	2	2	2	2	2	2	12
5340012152585	2	2	1	1	1	1	8
5340012174085	3	3	3	3	3	2	17
5340012256099	0	1	0	1	0	1	3
5340012256100	1	0	0	0	0	0	1
5340012258391	1	0	1	0	1	0	3
5340012298288	1	0	0	0	0	0	1
5340012334202	2	2	1	1	1	1	8
5340012379047	1	1	0	0	0	0	2
5340012419138	1	0	0	0	0	0	1
5340012491587	1	1	1	1	1	1	6
5340012544830	1	0	0	0	0	0	1
5340012544831	4	0	0	0	0	0	4
5340012656726	0	1	0	1	0	1	3
5340012663156	0	1	1	1	1	1	5
5340012697439	1	1	1	1	6	2	12
5340012710258	2	2	2	2	2	2	12
5340012742879	1	1	1	1	1	1	6
5340012767105	6	6	6	6	6	6	36
5340012770325	2	2	2	0	0	0	6
5340012775670	1	1	0	0	0	0	2
5340012869946	1	1	1	1	1	1	6
5340012874469	1	0	0	0	0	0	1
5340012938806	11	10	10	0	0	0	31
5340012992365	0	1	0	1	0	1	3
5340012994161	1	0	0	0	0	0	1

5340013003722	1	0	0	0	0	0	1
5340013111633	39	0	0	0	0	0	39
5340013125271	7	7	7	7	7	7	42
5340013149125	0	0	1	0	0	0	1
5340013184273	2	3	2	0	0	0	7
5340013197009	2	1	1	0	0	0	4
5340013216545	1	0	1	0	1	0	3
5340013229665	1	0	0	0	0	0	1
5340013235179	1	1	0	0	0	0	2
5340013235180	1	1	1	0	0	0	3
5340013294972	1	0	0	0	0	0	1
5340013341106	1	0	0	0	0	0	1
5340013413248	3	0	0	0	0	0	3
5340013442529	1	1	1	0	0	0	3
5340013533595	1	0	0	0	0	0	1
5340013540309	1	1	1	1	1	1	6
5340013551586	1	0	0	0	0	0	1
5340013551588	1	0	0	0	0	0	1
5340013632705	6	3	3	0	0	0	12
5340013697240	1	1	0	0	0	0	2
5340013711744	1	1	1	0	0	0	3
5340013741867	59	62	65	0	0	0	186
5340013813940	22	21	22	0	0	0	65
5340013893423	0	1	0	1	0	1	3
5340014090972	2	0	0	0	0	0	2
5340014167342	9	9	9	9	9	9	54
5340014189041	0	1	0	1	0	1	3
5340014332327	3	3	2	2	2	2	14

DISC 52.246-9I06 DISTRIBUTION OF MATERIAL INSPECTION AND RECEIVING REPORT (MAY 2000) (applies to all items requiring source inspection; also applies to items if source inspection is invoked).

Distribution of Material Inspection and Receiving Reports (DD Form 250) shall be as follows:

The Purchasing Office copy shall be marked DSCP-IABA18; the DLA Inventory Manager copy shall be marked DSCP-IABA ORC - EQ; for FMS requirements, an additional copy shall be marked DSCP-IAD. These copies shall be forwarded to:

Defense Supply Center Philadelphia
700 Robbins Avenue
Philadelphia, PA 19111-5096

If this purchase is for Foreign Military Sales (FMS), eight (8) copies of the DD Form 250 are required for the FMS Representative. These copies shall be mailed to the address specified on the DISC Form 700 which is located in Section B of this document.

In accordance with DFARS Appendix F, a copy of the DD Form 250 must be included with each additional package of a multi-package shipment.

ADDENDUM TO FAR 52.212-4 (cont.)

THE CLAUSES LISTED BELOW ARE INCORPORATED BY REFERENCE WITH THE SAME FORCE AND EFFECT AS IF THEY WERE GIVEN IN FULL TEXT. UPON REQUEST, THE CONTRACTING OFFICER WILL MAKE THEIR FULL TEXT AVAILABLE. (Also, the full text of a solicitation provision may be accessed electronically at these addresses: FAR and DFARS – <http://www.acq.osd.mil/dp/dars> ; DLAD, PROCLTRs and FARS Deviations – <http://www.dla.mil/j-3/j-336> ; G&I Local Clauses - http://www.dsdp.dla.mil/contract/dgpa/Part52_Interface.doc

CLAUSE NUMBER

TITLE/DATE

FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)
FAR 52.211-17	Delivery of Excess Quantities (Sep 1989)
FAR 52.214-34	Submission of Offers in the English Language (Apr 1991)
FAR 52.214-35	Submission of Offers in U.S. Currency (Apr 1991)
FAR 52.227-1	Authorization and Consent (Jul 1995)
FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
FAR 52.232-17	Interest (JUNE 1996)
FAR 52.242-13	Bankruptcy (JULY 1995)
FAR 52.246-2	Inspection of Supplies - Fixed Price (Aug 1996) (I)
FAR 52.246-15	Certificate of Conformance (Apr 1984) (only applies to source inspected orders)
FAR 52.247-34	F.O.B. Destination (Nov 1991)
FAR 52.247-48	F.O.B. Destination – Evidence of Shipment (Feb 1999) (only applies to destination inspected orders)
DFARS 252.204-7003	Control of Government Personnel Work Product (APR 1992)
DFARS 252.204-7004	Required Central Contractor Registration (NOV 2001)
DFARS 252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (MAR 1998)
DFARS 252.225-7002	Qualifying Country Sources as Subcontractors

	(APR 2003)
DFARS 252.246-7000	Material Inspection and Receiving Report (Dec 1991)
DLAD52.211-9004	Priority Rating for Various Long Term Contracts (March 2000)
DLAD 52.211-9010	Military Shipping Label (MSL) Requirements – MIL-STD-129P (FEB 2004)
DLAD 52.212-9000	Changes-Military Readiness (MAR 2001)
DLAD 52.233-9000	Agency Protests (SEP 1999)

ADDENDUM TO FAR 52.212-4 (cont.)

DISC 52.211-9I09	Delivery Time - Additional Provisions (Sep 1990)
DISC 52.216-9I21	Ordering - Special Provision (Oct 1986)
DSCP 52.209-9I14	Nonissuance Of Delivery Orders Under Indefinite Delivery Type Contracts When Contractor Is Either Suspended Or Debarred (Sep 1992) (III)
DSCP 52.246-9I04	Destination Inspection And Acceptance (Jan 1989) (II) - (<u>This clause applies only to items that do not require source inspection.</u>)
DSCP 52.247-9I03	Consignment and Addressing Instructions (JULY 1998)

ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER TERMINATION FOR CAUSE (JAN 2001)

If this contract is terminated in whole or part for cause pursuant to Paragraph (m) of the clause included in this contract entitled “Contract Terms and Conditions - Commercial Items”, and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and Government expressly agree that in addition to any excess costs of repurchase, or any other damages resulting from the Contractor’s default, the Contractor shall pay, and the Government shall accept, the sum of \$900.00 as payment in full for the administrative costs of such repurchase. The assessment of damages for administrative costs shall apply for any termination for cause for which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.

TREATMENT OF NON-MANUFACTURED WOOD PALLETS AND CONTAINERS (APR 2003)

All wooden pallets and wood containers produced entirely or in part of non-manufactured softwood species shall be constructed from Heat Treated (HT to 56 degrees Centigrade for 30 minutes) coniferous material and certified accordingly by an accredited agency recognized by the American Lumber Standard Committee, Incorporated (ALSC) in accordance with the latest revision of ALSC Non-Manufactured Wood Packing Policy and Non-Manufactured Wood Packing Enforcement Regulations (see World Wide Web URL: <http://www.alsc.org/>) All

wooden pallets and containers produced entirely of non-manufactured hardwood species shall be identified by a permanent marking of "NC-US", 1.25 inches or greater in height, accompanied by the CAGE code of the pallet/container manufacturer and the month and year of the contract. On pallets, the marking shall be applied to the stringer or block on diagonally opposite sides of the pallet and be contrasting and clearly visible. On containers, the marking shall be applied on a side other than the top or bottom, contrasting and clearly visible.

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (MAR 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

{Contracting Officer shall check as appropriate.}

- ☒ (1) **52.203-6**, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- ☐ (2) **52.219-3**, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).
- ☒ (3) **52.219-4**, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer.) (15 U.S.C. 657a)
- ☐ (4)(i) **52.219-5**, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994.)
- ☐ (ii) Alternate I (MAR 1999) of 52.219-5.
- ☐ (iii) Alternate II (JUNE 2003) of 52.219-5.
- ☒ (5) (i) **52.219-6**, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (OCT 1995) of 52.219-6.
- ☐ (6) (i) **52.219-7**, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (OCT 1995) of 52.219-7
- ☒ (7) **52.219-8**, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (8) (i) **52.219-9**, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637 (d)(4)). *[Add Alternate I when using Sealed Bidding procedures. Add Alternate II when subcontracting plans are required at time of initial proposal; generally, this Alternate should be included.]*

___ Alternate II (OCT 2001) of 52.219-9.

X (9) **52.219-14**, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
[Paragraphs 10 through 12 are not applicable to DoD contracts at this time.]

___ (10)(i) **52.219-23**, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23

FAR 52.212-5 (continued)

___ (11) **52.219-25**, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) **52.219-26**, Small Disadvantaged Business Participation Program – Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) **52.222-3**, Convict Labor (JUNE 2003) (E.O. 11755).

X (14) **52.222-19**, Child Labor - Cooperation with Authorities and Remedies (JAN 2004) (E.O. 13126).

X (15) **52.222-21**, Prohibition of Segregated Facilities (FEB 1999).

X (16) **52.222-26**, Equal Opportunity (APR 2002) (E.O. 11246).

X (17) **52.222-35**, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

X (18) **52.222-36**, Affirmative Action for Workers with Disabilities (JUNE 1998) (29 U.S.C. 793).

X (19) **52.222-37**, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

___ (20)(i) **52.223-9**, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C))

[Paragraphs (21) - (23) are not applicable to DoD contracts and have been deleted.]

___ (24) **52.225-13**, Restriction on Certain Foreign Purchases (OCT 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

[Paragraphs (25) and (26) are not applicable to DoD contracts and have been deleted.]

___ (27) **52.232-29**, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (28) **52.232-30**, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C.

255(f), 10 U.S.C. 2307(f).

- ☒ (29) **52.232-33**, Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- ☐ (30) **52.232-34**, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332.)
- ☐ (31) **52.232-36**, Payment by Third Party MAY (1999)(31 U.S.C. 3332.)
- ☐ (32) **52.239-1**, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a)
- ☒ (33)(i) **52.247-64**, Preference for Privately Owned U.S. Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).
- ☐ (ii) Alternate I (APR 1984) of 52.247-64.

FAR 52.212-5 (continued)

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- ☐ (1) **52.222-41**, Service Contract Act of 1965, as amended (MAY 1989)(41 U.S.C. 351, et seq.).
- ☐ (2) **52.222-42**, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ☐ (3) **52.222-43**, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (MAY 1989)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ☐ (4) **52.222-44**, Fair Labor Standards Act and Service Contract Act - Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ☐ (5) **52.222-47**, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (MAY 1989)(41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record.

The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination

settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items or commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

- (i) **52.219-8**, Utilization of Small Business Concerns (OCT 2000)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the

subcontractor (except subcontracts to small business concerns) exceeds \$500,000

FAR 52.212-5 (continued)

(\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (ii) **52.222-26**, Equal Opportunity (APR 2002)(E.O. 11246);
- (iii) **52.222-35**, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (DEC 2001)(38 U.S.C. 4212);
- (iv) **52.222-36**, Affirmative Action for Workers with Disabilities (JUNE 1998)(29 U.S.C. 793);
- (v) **52.222-41**, Service Contract Act of 1965, as Amended (MAY 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*);
- (vi) **52.247-64**, Preference for Privately-Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) Flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

**DFARS 252.212-7001 – CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF
COMMERCIAL ITEMS (JAN 2004)**

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in the contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ **52.203-3** Gratuities (APR 1984) (10 U. S. C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

☒ **252.205-7000** Provision of Information to Cooperative Agreement Holders
(Dec 1991) (10 U.S.C. 2416).

☐ **252.219-7003** Small, Small Disadvantaged Business, and Women-Owned
Small Business Subcontracting Plan (DoD Contracts) (Apr 1996)
(15 U.S.C. 637).

☐ **252.219-7004** Small, Small Disadvantaged and Women-Owned Small Business
Subcontracting Plan (Test Program)(Jun 1997)(15 U.S.C. 637 note)

☒ **252.225-7001** Buy American Act and Balance of Payment Program (Apr 2003)
41 U.S.C. 10a-10d, E.O. 10582)

- X **252.225-7012** Preference for Certain Domestic Commodities (Feb 2003) (10 U. S. C. 2533a)
- X **252.225-7014** Preference for Domestic Specialty Metals (Apr 2003)(10 U.S.C. 2533a).
- 252.225-7015** Restriction on Acquisition of Hand or Measuring Tools (Apr 2003) (10 U.S.C. 2533a).
- 252.225-7016** Restriction on Acquisition of Ball and Roller Bearings (Apr 2003) (____Alternate I) (Apr 2003)(10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61 and similar sections in subsequent DoD appropriations acts).
- 252.225-7021** Trade Agreements (Aug 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note)
- 252.225-7027** Restriction on Contingent Fees for Foreign Military Sales (Apr 2003) (22 U.S.C.2779) (Insert_____ in paragraph (b)(1))
- 252.225-7028** Exclusionary Policies and Practices of Foreign Governments (Apr 2003) (22 U.S.C. 2755).
- 252.225-7036** Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (Apr 2003) (____ Alternate I)(Apr 2003)(41 U.S.C.10a - 10d and 19 U.S.C. 3301 note)

DFARS 252.212-7001 (continued)

- 252.225-7038** Restriction on Acquisition of Air Circuit Breakers (Apr 2003) (10 U.S.C. 2534(a)(3))
- 252.226-7001** Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Oct 2003) (Section 8021 of Pub. L. 107-248).
- 252.227-7015** Technical Data -- Commercial Items (Nov 1995)(10 U.S.C. 2320).
- 252.227-7037** Validation of Restrictive Markings on Technical Data (Sep 1999) (10 U.S.C. 2321).
- X **252.232-7003** Electronic Submission of Payment Requests (Dec 2003)(10 U.S.C. 2227)
- X **252.243-7002** Requests for Equitable Adjustment (Mar 1998)(10 U.S.C. 2410)
- X **252.247-7023** Transportation of Supplies by Sea (May 2002) (____ Alternate I) (Mar 2000) (____ Alternate II) (Mar 2000) (____ Alternate III) (May 2002) (10 U.S.C. 2631) .
- X **252.247-7024** Notification of Transportation of Supplies by Sea (Mar 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract (Federal Acquisition Regulation

52.212-5), the contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (Apr 2003)
(10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (May 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (Mar 2000) (10 U.S.C. 2631).

NSN: Various – see attached listing

COVER, ACCESS (VARIOUS)
I/A/W COMPETITIVE STANDARDS AND DRAWINGS

THE DRAWINGS FOR NSNs LISTED BELOW ARE AVAILABLE AT DSCP DURING “OPEN SOLICITATION ONLY.” TO RECEIVE A COPY OF THE DRAWINGS, SEND AN EMAIL REQUEST TO: Jacqueling.Slobodian@dla.mil. PLEASE INCLUDE YOUR NAME AND ADDRESS.

Complete drawing data, packaging data and QUP for each NSN can be found on the Website at: http://www.dscp.dla.mil/gi/general/scp_ltc.htm. (Note: AEQ is defined as annual estimated qty.)

Note : ITEMS REQUIRING GOVERNMENT SOURCE INSPECTION (GSI) ARE IDENTIFIED WITH AN ASTERISK (*). ALL OTHER ITEMS WILL BE INSPECTED AT DESTINATION. HOWEVER, THE GOVERNMENT RESERVES THE RIGHT TO INSPECT ANY ITEM AT ANY TIME AND ANY PLACE.

LINE ITEM	NSN	AEQ	UI	Inspection Requirement	DELY DAYS	UNIT PRICE	EXT PRICE
0001	5340000089996	467	EA				
0002	5340000103797	235	EA	*			
0003	5340000202261	30	EA				
0004	5340000337547	47	EA	*			
0005	53400001035743	370	EA	*			
0006	53400001052766	100	EA	*			
0007	53400001056132	29	EA	*			
0008	53400001062210	55	EA				
0009	53400001200254	17	EA				
0010	53400001247173	17	EA	*			
0011	53400001356504	104	EA	*			
0012	53400001368886	128	EA	*			
0013	53400001457961	1354	EA	*			
0014	53400001517248	10	EA				
0015	53400001682719	16	EA				
0016	53400001695734	219	EA	*			

0017	5340001776159	19	EA	*			
0018	5340001795530	82	EA	*			
0019	5340003188186	19	EA	*			
0020	5340003321785	108	EA	*			
0021	5340003468177	238	EA	*			
0022	5340003563576	107	EA				
0023	5340003995301	18	EA	*			
0024	5340004072612	25	EA	*			
0025	5340004075087	236	EA	*			
0026	5340004098936	1938	EA	*			
0027	5340004324565	26	EA	*			
0028	5340004518058	12	EA	*			
0029	5340004559506	40	EA				
0030	5340004656384	134	EA	*			
0031	5340005222564	89	EA	*			
0032	5340006783030	12	EA	*			
0033	5340006930604	583	EA				
0034	5340007099727	171	EA	*			
0035	5340007099733	187	EA	*			
0036	5340007595409	200	EA	*			
0037	5340007663407	46	EA	*			
0038	5340007763264	47	EA				
0039	5340007818559	89	EA				
0040	5340007829599	123	EA	*			
0041	5340008479347	47	EA	*			
0042	5340008514894	507	EA	*			
0043	5340008637334	118	EA	*			
0044	5340008772090	92	EA	*			
0045	5340008878937	135	EA	*			
0046	5340009222540	60	EA	*			
0047	5340009273305	24	EA	*			
0048	5340009273306	12	EA	*			
0049	5340009324991	47	EA				
0050	5340009868674	142	EA	*			
0051	5340009929250	61	EA				
0052	5340009991980	294	EA	*			

LINE ITEM	NSN	AEQ	UI	Inspection Requirement	DELY DAYS	UNIT PRICE	EXT PRICE
0053	5340010227474	320	EA	*			
0054	5340010291289	62	EA				
0055	5340010333680	17	EA				
0056	5340010401089	12	EA	*			
0057	5340010421330	152	EA	*			
0058	5340010439312	17	EA	*			
0059	5340010462106	19	EA				
0060	5340010539892	457	EA	*			
0061	5340010569970	15	EA				
0062	5340010635675	31	EA	*			
0063	5340010700442	93	EA	*			
0064	5340010709597	31	EA	*			
0065	5340010739743	15	EA	*			
0066	5340010739848	20	EA	*			
0067	5340010739849	16	EA				
0068	5340010780907	32	EA				
0069	5340010827977	25	EA	*			
0070	5340010835665	547	EA	*			
0071	5340010897804	104	EA	*			
0072	5340010902791	17	EA				
0073	5340010908949	545	EA	*			
0074	5340010924029	1166	EA	*			
0075	5340011024624	401	EA	*			
0076	5340011024625	484	EA				
0077	5340011042770	50	EA	*			
0078	5340011070380	53	EA	*			
0079	5340011116833	14	EA	*			
0080	5340011228548	17	EA	*			
0081	5340011250618	20	EA	*			
0082	5340011348318	111	EA				
0083	5340011418926	46	EA	*			
0084	5340011423649	58	EA	*			
0085	5340011426637	15	EA	*			
0086	5340011428022	22	EA				
0087	5340011473236	34	EA	*			
0088	5340011475403	355	EA				
0089	5340011475404	142	EA				
0090	5340011476598	114	EA	*			
0091	5340011553145	127	EA	*			
0092	5340011579475	174	EA	*			
0093	5340011582276	76	EA	*			
0094	5340011587562	189	EA	*			
0095	5340011643229	25	EA	*			
0096	5340011674623	16	EA	*			
0097	5340011678119	93	EA				
0098	5340011712417	364	EA	*			
0099	5340011832778	32	EA	*			
0100	5340011835019	15	EA	*			
0101	5340011838350	30	EA	*			
0102	5340011838470	29	EA	*			
0103	5340011847866	23	EA	*			
0104	5340011850639	161	EA	*			

LINE ITEM	NSN	AEQ	UI	Inspection Requirement	DELY DAYS	UNIT PRICE	EXT PRICE
0105	5340011872729	45	EA	*			
0106	5340011899820	19	EA				
0107	5340011993191	29	EA				
0108	5340012011100	12	EA	*			
0109	5340012055986	24	EA	*			
0110	5340012075878	652	EA	*			
0111	5340012075879	762	EA	*			
0112	5340012103784	879	EA	*			
0113	5340012161464	21	EA	*			
0114	5340012224082	13	EA	*			
0115	5340012375771	74	EA	*			
0116	5340012380575	29	EA	*			
0117	5340012438404	35	EA	*			
0118	5340012544830	248	EA				
0119	5340012544831	1234	EA	*			
0120	5340012639475	25	EA	*			
0121	5340012646024	14	EA				
0122	5340012676164	30	EA	*			
0123	5340012710384	150	EA	*			
0124	5340012767105	198	EA	*			
0125	5340012775666	64	EA				
0126	5340012775668	61	EA				
0127	5340012775670	65	EA				
0128	5340012775671	188	EA				
0129	5340012879790	19	EA				
0130	5340012966755	20	EA				
0131	5340012977598	21	EA	*			
0132	5340012982032	41	EA				
0133	5340013078669	22	EA	*			
0134	5340013125271	473	EA	*			
0135	5340013133102	78	EA				
0136	5340013145602	2626	EA	*			
0137	5340013182083	84	EA				
0138	5340013182916	102	EA	*			
0139	5340013182917	34	EA				
0140	5340013189155	23	EA	*			
0141	5340013205765	115	EA	*			
0142	5340013231195	11	EA				
0143	5340013240176	18	EA	*			
0144	5340013422780	37	EA	*			
0145	5340013442529	23	EA				
0146	5340013533595	30	EA	*			
0147	5340013540159	49	EA				
0148	5340013551588	13	EA	*			
0149	5340013590292	14	EA	*			
0150	5340013632705	64	EA				
0151	5340013654809	93	EA				
0152	5340013664890	71	EA	*			
0153	5340013720360	29	EA				
0154	5340013790892	323	EA	*			
0155	5340013791043	20	EA				
0156	5340013819811	12	EA	*			

LINE ITEM	NSN	AEQ	UI	Inspection Requirement	DELY DAYS	UNIT PRICE	EXT PRICE
0157	5340013841422	72	EA				
0158	5340013911056	12	EA				
0159	5340013912223	2419	EA				
0160	5340013924349	327	EA	*			
0161	5340013930202	40	EA				
0162	5340014167342	81	EA				
0163	5340014169958	165	EA				
0164	5340014246723	192	EA				
0165	5340014570506	337	EA	*			
0166	5340014817943	88	EA	*			

CLIN	NSN	PIDData	Table	PSDT_Date	PSDT_Data	NSNType
0001	534000089996	COVER, ACCESS 19207 U S ARMY TANK-AUTO COMMAND	. . IS046	2/13/1996 8/23/1993	14153 QAP-EQ001 REV B 19207 10875096 REV C	. .
0002	5340000103797	COVER, ACCESS 19207 U S ARMY TANK-AUTO COMMAND	. . IS046 IPE04	2/13/1996 3/1/2003 4/27/1987	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV B 19207 10919229 REV B	. . .
0003	5340000202261	COVER, ACCESS (19207) U.S. ARMY TANK AUTO COMMAND.	. . IS046	3/10/2003 1/14/2000	14153 QAP-EQ002 REV A 19207 10907992 REV B	. .
0004	5340000337547	COVER, ACCESS 99207 GENERAL ELECTRIC CO	. . IS046 IPE03	3/10/2003 2/13/1996 8/24/1994 6/14/1976 3/22/1995 9/2/1998 10/1/2002 4/16/1997 6/26/2000 10/31/2001 2/3/1971	14153 QAP-EQ001 REV A 14153 QAP-EQ001 REV B 99207 5018T92 REV L 99207 M50T1 REV S9 99207 P1TF10 REV S14 99207 P1TF3 REV 28 99207 P1TF9 S13 99207 P23TF3 REV S37 99207 P23TF4 REV S4 99207 P3TF2 REV S27 99207 PL5018T92 REV A	. . P/N G01
0005	5340001035743	COVER, ACCESS (19207) U S ARMY TANK AUTOMOTIVE COMMAND	. . IS046 IPE04	2/13/1996 3/10/2003 5/29/2000	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 19207 11588928 REV B	. . .
0006	5340001052766	COVER, ACCESS 19207 US ARMY TANK AUTOMOTIVE COMMAND	. . IS001 IS046	2/13/1996 3/10/2003 7/17/1980	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 19207 8762245 REV E	. . .
0007	5340001056132	COVER ACCESS 19207 ARMY TANK/AUTO CMD IDENTIFY TO I/AW ARMY DRAWING EXCEPT: MIL-STD-1265 ILO MIL-R-11469	. . IS001 . IS046 IPE03	2/13/1996 3/10/2003 9/10/1998 10/18/1996 10/18/1978	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 14153 QAP-EQ003 REV A 19207 8685974 REV L 19207 SQAP8685974 REV A	.....
0008	5340001062210	COVER,ACCESS 19207 US ARMY TANK COMMAND	. . IS046	2/13/1996 7/7/1977	14153 QAP-EQ001 REV B 19207 8762328 REV E	. .
0009	5340001200254	COVER ACCESS 19207 U.S.ARMY TANK-AUTO COMMAND	. . IS016 IS046	2/13/1996 7/22/1991 9/23/1997	14153 QAP-EQ001 REV B 16236 CS-2300-0001 REV B 19207 10941612 REV C	. . .
0010	5340001247173	COVER,ACCESS (19207) U S ARMY TANK AUTOMOTIVE COMMAND	. . IS046 IPE04	3/10/2003 5/24/1990 2/28/2001 10/23/1990	14153 QAP-EQ002 REV A 19207 10898037 REV B 19207 12369003 REV E 19207 DL12369003	. . .
0011	5340001356504	COVER, ACCESS 19207 US ARMY TANK AUTOMOTIVE COMMAND	. . IS046 IPE04	2/13/1996 3/10/2003 1/24/1984 3/16/1972	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 19207 10888204 REV D 19207 PD10888204 REV A	....

[illegible]

0019	5340003188186	COVER, ACCESS 19207 U S ARMY TANK AUTOMOTIVE COMMAND	. . IS046	2/13/1996 2/28/2001 2/3/1989	14153 QAP-EQ001 REV B 19207 12369003 REV E 19207 8387262 REV C	. . .
0020	5340003321785	COVER, ACCESS 19200 US ARMY RESEARCH & DEVELOPMENT COMMAND PRIMARY DRAWING: 10556129	IS046 IPE03	2/13/1996 3/10/2003 3/30/1995 3/30/1995 3/4/1983 3/4/1983 3/31/1996 10/18/1993 9/8/1994 4/15/1982	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 19200 10556129 REV B 19200 10556132 REV D 19200 11785316 19200 11785317 19200 11785376 REV B 19200 12579607 REV B 19200 DL10556129 19200 PD10556129 REV B	
0021	5340003468177	COVER, ACCESS 19200, US ARMY ARMAMENT PRIMARY DOCUMENT 8211759 USE QQ-A-250/8 ILO QQ-A-318 USE QQ-B-613 ILO QQ-B-611 USE QQ-A-225/7 ILO QQ-A-315	. . . . . . IPE01 IPE03 IS046	2/13/1996 3/10/2003 9/10/1998 4/20/1993 4/19/1995 1/30/1997 1/30/1997 2/25/1983 3/5/1986 7/26/1962 4/30/1993 9/18/1992 7/17/1990 11/4/1987 10/21/1987 8/1/1998 11/1/1999	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 14153 QAP-EQ003 REV A 19200 8211679 REV E 19200 8211684 REV G 19200 8211685 REV C 19200 8211705 REV B 19200 8211719 REV B 19200 8211753 REV B 19200 8211754 REV A 19200 8211755 REV C 19200 8211758 REV E 19200 8211759 REV D 19200 PD8211759 REV D 19200 PL8211759 REV C NASM20470 NASM51838	. . . . . . . . . . . . . . . . . . MS20470-AD4-4 MS51838-5
0022	5340003563576	COVER, ACCESS 80063 U S ARMY COMMUNICATION/ELECTRONICS COMMAND TT-P-1757 I/L/O MIL-P-8585 QQ-A-250/8 I/L/O QQ-A-318 IDENTIFY TO:	. . IS046 . . IS041 A0003 IPE03	2/13/1996 3/10/2003 9/10/1998 5/17/1962 2/21/1977 12/15/1953 11/1/1962 8/31/1966 11/1/1962 11/1/1962 11/1/1962 3/11/1963 8/31/1963 11/15/1962 10/12/1976	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 14153 QAP-EQ003 REV A 80063 SC-A-4894 REV G 80063 SC-B-84395 REV D 80063 SC-B-84398 REV A 80063 SC-B-84399 REV B 80063 SC-B-84400 REV D 80063 SC-B-84401 REV B 80063 SC-B-84402 REV B 80063 SC-B-84403 REV B 80063 SC-B-84404 REV B 80063 SC-B-84405 REV A 80063 SC-C-84397 REV C 80063 SC-D-84396 REV H	................
0023	5340003995301	COVER, ACCESS (19207) U S ARMY TANK AUTOMOTIVE COMMAND	. . IS001 IS046 IPE04	2/13/1996 3/10/2003 9/18/1975 5/31/1991 5/30/1978	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 19207 11683939 REV B 19207 DL11683939 19207 PD11683939 REV A	.....

0024	5340004072612	COVER, ACCESS 19207 US ARMY TANK AUTOMOTIVE COMMAND	. . IS016 IS046	2/13/1996 6/27/1985	14153 QAP-EQ001 REV B 19207 11658679 REV C	. .
0025	5340004075087	PROTECTOR BRACKET 19207 U.S. ARMY TANK AUTO COMMAND.	. . IS046	2/13/1996 2/20/1989	14153 QAP-EQ001 REV B 19207 10883106 REV E	. P/N -1
0026	5340004098936	COVER, ACCESS 19207 U S ARMY TANK AUTOMOTIVE COMMAND	IPE03 IS 046	2/13/1996 3/10/2003 5/4/1990	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 19207 11664287 REV C	11664287
0027	5340004324565	RETAINER, BEARING 80064 BAVAK SGUO SYSTEMS COMMAND	. . IS046 IPE03	2/13/1996 3/10/2003 9/10/1998 6/3/1974 10/12/1984	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 14153 QAP-EQ003 REV A 80064 2584353 REV E 80064 QAR2589142 REV C	.....
0028	5340004518058	COVER, ACCESS 97403 U.S. ARMY MOBILITY EQUIPMENT COMMAND DRAWING APPLIES EXCEPT NOTE 1 SHOULD STATE: "CLEAN AND TREAT ALL OVER, PAINT ONLY SURFACE INDICATED I/AW MIL-C-46168. COLOR OF PAINT SHALL BE GREEN # 383, COLOR NO. 34094 PER FED-STD-595."	. . IS046 IPE03	2/13/1996 3/10/2003 1/18/1979	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 97403 13217E6312 REV D	. . .
0029	5340004559506	COVER, ACCESS (19207) U S ARMY TANK AUTOMOTIVE COMMAND	. . IS046	2/13/1996 11/4/1971	14153 QAP-EQ001 REV B 19207 11641764 REV B	. .
0030	5340004656384	COVER, ACCESS 80020 NAVAL AIR WARFARE CENTER DRAWING 42-40695 (REV P) APPLIES EXCEPT ASTM B171, ALLOY C46400, TEMPER M20 OR 025 IS AN ACCEPTABLE ALTERNATE MATERIAL.	. . IS046 IPE03	2/13/1996 3/10/2003 11/5/2000	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 80020 42-40695 REV P	. . P/N -6
0031	5340005222564	COVER, ACCESS 19207 U S ARMY TANK -AUTO COMMAND	. . IS046 IPE04	2/13/1996 3/10/2003 12/1/1992 10/21/1976 11/13/1992	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 19207 10886861 REV L 19207 PD10886861 REV B 19207 QAP10886861 REV G	.....
0032	5340006783030	COVER, ACCESS 19207 U S ARMY TANK AUTOMOTIVE COMMAND	. . IS046 IPE04	2/13/1996 3/10/2003 12/7/1965 11/12/1977 5/20/1965 6/13/1986 7/29/1965 2/8/1982	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 19207 8762917 REV C 19207 8762919 REV E 19207 8762921 REV A 19207 8762922 REV B 19207 8762923 REV A 19207 DL8762919	........
0033	5340006930604	COVER, ACCESS (19207) U S ARMY TANK AUTOMOTIVE COMMAND	. . IS046	2/13/1996 2/28/2001 3/21/1990	14153 QAP-EQ001 REV B 19207 12369003 REV E 19207 7373299 REV G	. . .

0034	5340007099727	COVER, ACCESS 19207 U S ARMY TANK-AUTO COMMAND	. . IS046 IPE04	2/13/1996 3/10/2003 7/21/1996 2/28/2001	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 19207 10866624 REV C 19207 12369003 REV E	.. .. .. .
0035	5340007099733	COVER, ACCESS 19207 U S ARMY TANK AUTOMOTIVE COMMAND	. . IS046 IPE03	2/13/1996 3/10/2003 10/31/1997 2/28/2001	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 19207 10866625 REV D 19207 12369003 REV E	.. .. .. .
0036	5340007595409	COVER, ACCESS 19207 U S ARMY TANK AUTOMOTIVE COMMAND	IS046 IPE04	2/13/1996 3/10/2003 8/16/1993 7/26/1991	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 9207 10949372 REV C 19207 12369001 REV B	....
0037	5340007663407	COVER, ACCESS 80063 U S ARMY COMMUNICATIONS AND ELECTRONICS	. . IPE04 IS046	3/10/2003 1/27/1984	14153 QAP-EQ002 REV A 80063 SM-B-169070 REV J	. . .
0038	5340007763264	COVER, ACCESS 19207 US ARMY TANK AUTOMOTIVE COMMAND	. . IS016 IS046	2/13/1996 7/24/1991 11/16/1989 2/5/1992	14153 QAP-EQ001 REV B 16236 CS-2300-0001 REV B 19207 8735729 REV F 19207 DL8735729	.. .. .
0039	5340007818559	COVER, ACCESS 19207 US ARMY TANK AUTOMOTIVE COMMAND	. . IS046	2/13/1996 6/11/1981	14153 QAP-EQ001 REV B 19207 10865940 REV D	. . .
0040	5340007829599	COVER, ACCESS 19207 U S ARMY TANK-AUTO COMMAND DWG APPLIES EXCEPT FOR THE FOLLOWING: USE A-A-208 ILO TT-I-558 & TT-I-1795 USE ASTM-G23 ILO ASTM-E42	. . . . . . . . IS046 IPE04	2/13/1996 3/10/2003 9/10/1998 12/25/1998 8/1/1996 11/27/1998 12/18/1998 9/30/1997 1/1/1999 6/23/1998 1/1/1999 5/14/1988	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 14153 QAP-EQ003 REV A 19207 10890212 REV D 19207 11633530 REV J 19207 11633531 REV A 19207 11633547 REV B 19207 11677932 REV B 19207 12350292 REV H 19207 12350824 REV M 19207 8763252 REV C 19207 PD11633530 REV D	. .
0041	5340008479347	COVER, ACCESS 78286 SIKORSKY ACFT CORP MIL-C-5541 CL 1A ILO SS8486	. . . . IS046 IPE04	2/13/1996 3/10/2003 10/23/1996	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 78286 SS7000 REV 19	. . . P/N -1A
0042	5340008514894	COVER, ACCESS 19207 U S ARMY TANK-AUTO COMMAND	. . IS046	8/23/1993	19207 10861974 REV C	.

0043	5340008637334	COVER, ACCESS (98897) LOCKHEED MARTIN CORP ANY CONFLICT ISSUES WITH RESPECTS TO DRAWINGS, CURRENT REVISIONS APPLY.	IS046 IPE03	2/13/1996 3/10/2003 9/10/1998 10/20/1960 12/3/1985 2/20/1992 2/28/1969 10/15/1987 11/8/1963 2/24/1994 9/18/1989 6/3/2001 3/12/1996 6/15/1982	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 14153 QAP-EQ003 REV A 71286 2600 LW REV E 71286 2600 REV AF 98752 7631608 REV A 98897 0101 REV G2 98897 1451 REV G9 98897 363174 REV B 98897 388309 REV G 98897 388310 REV J 98897 DL388310 98897 DS5025 REV AB 98897 G647 REV G1	P/N -3
0044	5340008772090	COVER98897 LOCKHEED AIRCRAFT CORPPRIMARY DRAWING: 98897 388310 P/N -4EXCEPTION DATA: DWG 355111 NOT REQUIRED,USE MIL-STD-130 I/L/O 0227, DWG 363174 NOTREQUIRED,USE STP61-212 & STP61-213 I/L/O DWG1451,USE STP60-505 I/L/O 0101. DO NOT IMPRESSIONSTAMP PARTS.IDENTIFY TO	IS001 IS046 IPE03	2/13/1996 3/10/2003 9/10/1998 2/20/1992 2/3/1997 9/18/1989 8/22/1995 3/12/1996 6/15/1982 8/16/1982 4/26/1996	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 14153 QAP-EQ003 REV A 98752 7631608 REV A 98897 388309 REV G 98897 388310 REV J 98897 DS2277 REV M 98897 DS5025 REV AB 98897 G647 REV G1 98897 STP61-212 REV B 98897 STP61-213 REV L	P/N -4
0045	5340008878937	COVER, ACCESS (19207) U S ARMY TANK AUTOMOTIVE COMMAND	IS046 IPE04	2/13/1996 3/10/2003 10/31/1997 2/28/2001	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 19207 10894374 REV B 19207 12369003 REV E	
0046	5340009222540	COVER, ACCESS (19207) U S ARMY TANK AUTOMOTIVE COMMAND NOTE: PRIMARY DRAWING (19207) 9092008	IS046 IPE04	2/13/1996 3/10/2003 2/28/2001 12/1/1970 8/30/1960 1/10/1991 8/18/1968 1/6/1967	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 19207 12369003 REV E 19207 7598936 REV C 19207 7598948 REV B 19207 9092008 REV F 19207 9092496 REV D 19207 9171437 REV B	
0047	5340009273305	COVER,ACCESS 19207 US ARMY TANK AUTOMOTIVE COMMAND	IS046 IPE03	2/13/1996 3/10/2003 9/10/1998 8/13/1969 4/19/1966 2/25/1964 3/16/1959 2/7/2001 9/30/1997 12/9/1983 1/25/1994	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 14153 QAP-EQ003 REV A 19207 10864043 REV C 19207 10864045 REV K 19207 10864200 REV B 19207 10870494 19207 5376967 REV J 19207 7099128 REV B 19207 PD10864043 REV C 19207 DL10864043	
0048	5340009273306	COVER,ACCESS 19207 US ARMY TANK AUTOMOTIVE COMMAND	IS046 IPE03	2/13/1996 3/10/2003 8/13/1969 6/21/1965 1/1/2003 2/7/2001 9/30/1997	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 19207 10863928 REV C 19207 10863929 REV C 19207 10863930 REV A 19207 5376967 REV J 19207 7099128 REV B	

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0055	5340010333680	COVER, ACCESS 19200 U S ARMY ARMAMENT RESEARCH & DEVELOPMENT	. . IS046	2/13/1996 1/12/1984 10/18/1993	14153 QAP-EQ001 REV B 19200 12008327 REV E 19200 12579607 REV B	. . .
0056	5340010401089	COVER, ACCESS 19204 ROCK ISLAND ARSENAL PRIMARY DRAWING: 19204 12008895 EXCEPTION DATA: USE ASTM A569 I/L/O ASTM A415	. . . . . . IS001 IS046 IPE03	2/13/1996 3/10/2003 4/7/1993 10/18/1993 11/8/2001	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 19200 12008895 REV F 19200 12579607 REV B 19200 9347218 REV J	.. .. .. .. .
0057	5340010421330	COVER, ACCESS 19200 U S ARMY ARMAMENT R & D COMMAND	IS046 IPE04	2/13/1996 3/10/2003 11/13/1990 10/18/1993 10/24/1995	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 19200 11727830 REV D 19200 12579607 REV B 19200 PL11727830	.....
0058	5340010439312	COVER, ACCESS 19200 U S ARMY ARDCOM	. . IS046 IPE03	2/13/1996 3/10/2003 8/1/1984 8/15/1983	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 19200 11741230 REV A 19200 PD11741230 REV A	. . . 11741230 . .
0059	5340010462106	COVER, ACCESS 30003 NAVAL AIR SYSTEMS COMMAND	. . IS046 IPE03	2/13/1996 3/10/2003 7/30/1973	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 30003 517AS302 REV A	.. .. .
0060	5340010539892	COVER, ACCESS 97403 U.S.ARMY MOBILITY R & D EXCEPTION DATA: ANY SHADE OF OLIVE DRAP MATERIAL WILL BE ACCEPTABLE, THREAD SIZE FF IS TO BE USED	. . IS046 IPE03	2/13/1996 3/10/2003 4/22/1993	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 97403 13216E5885 REV F	.. .. .
0061	5340010569970	COVER, ACCESS 19200 US ARMY ARMAMENT RESEARCH & DEVELOPMENT	. . IS046 IPE03	2/13/1996 3/10/2003 6/17/1994 12/13/1989 10/30/1980	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 19200 105D3282 REV J 19205 11011103 REV L 19200 PD105D3282	.. .. .. .
0062	5340010635675	COVER, ACCESS COLOR: CARC WHITE 19207 U S ARMY TANK -AUTOMOTIVE COMMAND IDENTIFY TO:	. . . . IS046 IS041 A0003 IPE03	2/13/1996 3/10/2003 3/26/1990 11/6/1998 10/11/1981	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 19207 12287790 REV E 19207 12344343 REV E 19207 PD12287790	. . . . . INTERIOR CARC. PAINT- WHITE . .
0063	5340010700442	COVER, ACCESS 19200 US ARMY ARMAMENT RESEARCH & DEVELOPMENT	. . IS046 IPE03	2/13/1996 3/10/2003 9/5/1984	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 19200 11727759 REV B	.. .. .
0064	5340010709597	COVER, ACCESS 19207 U.S.ARMY TANK -AUTO COMMAND IDENTIFY TO	. . IS001 IS046 IPE01 IPE04	2/13/1996 3/10/2003 9/10/1998 12/15/1993 7/26/1991	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 14153 QAP-EQ003 REV A 19207 12268803 REV H 19207 12369001 REV B	.. .. .. .. .

0065	5340010739743	COVER, ACCESS (19207) U S ARMY TANK AUTOMOTIVE COMMAND NOTE: USE TT-P-664 ILO TT-P-636 TT-E-489 & TT-P-664 ARE QPL ITEMS	. . . . . IS046 IPE03	2/13/1996 3/10/2003 1/11/1991 11/6/1998 9/18/1988	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 19207 12274165 REV.E 19207 12344343 REV E 19207 SD-X12142 REV.A	. . . . . MICROFICHE IN CIT AREA
0066	5340010739848	COVER,ACCESS 19207 US ARMY TANK AUTO COMMAND	. . . IS046 IPE03	2/13/1996 3/10/2003 11/1/1990 11/6/1998 2/12/1976	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 19207 12274135 REV G 19207 12344344 REV E 19207 PD12274135	.. .. .. .
0067	5340010739849	COVER,ACCESS19200 US ARMY ARMAMENT RESEARCH	IS046	2/13/19963/ 2/199011/6/ 1998	14153 QAP-EQ001 REV B 19200 12274132 REV D 19200 12344344 REV E	...
0068	5340010780907	COVER, ACCESS 19207 U S ARMY TANK-AUTO COMMAND	. . . IS046	2/13/1996 8/28/1996 2/28/2001	14153 QAP-EQ001 REV B 19207 11672182 REV A 19207 12369003 REV E	. 11672182 .
0069	5340010827977	COVER, ACCESS (STAKED) 19200 U.S. ARMY ARAMENT R & D COMMAND PRIMARY DRAWING: 19200 8211747	. . . IS046 IPE03	2/13/1996 3/10/2003 4/19/1993 7/25/1996 6/17/1985 6/17/1985	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 19200 8205505 REV D 19200 8211700 REV H 19200 8211747 REV C 19200 PL8211747 REV B	. . . . . 8211747 .
0070	5340010835665	COVER,ACCESS 19207 US ARMY TANK AUTOMOTIVE COMMAND	. . . IS046 IPE03	2/13/1996 3/10/2003 3/26/1990	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 19207 12280794 REV F	.. .. .
0071	5340010897804	COVER,ACCESS 19200 US ARMY ARMAMENT RESEARCH & DEV CMD	. . . IS046 IPE03	2/13/1996 3/10/2003 9/10/1998 9/17/1987 8/12/1981 7/12/1994 10/7/1987 8/19/1981 1/23/1980 10/12/1983 5/18/1993 10/18/1993 10/28/1983 2/23/1994 9/17/1987	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 14153 QAP-EQ003 REV A 18299 QAR12524235 REV D 19200 12524200 REV A 19200 12524235 REV E 19200 12524236 REV F 19200 12524238 REV A 19200 12524637 19200 12534973 REV A 19200 12535004 REV A 19200 12579607 REV B 19200 PD12524235 REV A 19200 PL12524235 19200 QAR12524236 REV F	. .
0072	5340010902791	COVER, ACCESS 97403 U.S. ARMY FORT BELVOIR EXCEPTION TO DWG: MIL-W-45205 IS SUPERSEDED BY MIL-STD-372. IDENTIFY TO	. . . . . IS001 IS046 IPE04	2/13/1996 3/10/2003 2/20/1973 8/6/1985 4/30/1982 4/30/1982 1/5/1983	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 97403 13213E4067 REV K 97403 13213E4199 REV L 97403 13215E1937 REV D 97403 13215E1943 REV J 97403 13217E1778 REV F	.. .. .. .. .. .. .
0073	5340010908949	COVER,ACCESS 18876 U S ARMY AVIATION/MISSILE COMMAND IDENTIFY TO:	. . . IS046 IS041 IPE04 A0003	2/13/1996 3/10/2003 12/10/1993 12/10/1993	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 18876 10253693 REV J 18876 PL10253693 REV J	. . . P/N -9 .

0074	5340010924029	COVER, ACCESS 18876 US ARMY AVIATION AND MISSILE COMMAND	. . IS046 IPE04	2/13/1996 3/10/2003 12/19/1993 12/11/1993	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 18876 10253698 REV H 18876 PL10253698 REV H	. . P/N -9 .
0075	5340011024624	COVER, ACCESS 19207 U S ARMY TANK-AUTO COMMAND PRIMARY DRAWING: 19207 12268886	. . IS046 . IPE04	2/13/1996 3/10/2003 4/6/2000 8/24/1993 7/26/1991	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 19207 12253364 REV D 19207 12268886 REV A 19207 12369001 REV B	.. .. .. .. .
0076	5340011024625	COVER, ACCESS19207 U S ARMY TANK AUTOMOTIVE COMMANDPRIMARY DRAWING: 19207 12268888	...IS046	2/13/1996 8/3/1993 7/26/1991	14153 QAP-EQ001 REV B 19207 12268888 REV A 19207 12369001 REV B	...
0077	5340011042770	COVER, ACCESS 63005 ALLISON GAS TURBINES	. . IS046 IPE04	2/13/1996 3/10/2003 10/20/1977	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 63005 6897221 REV A	.. .. .
0078	5340011070380	COVER, ACCESS 53711 NAVAL SEA SYSTEMS COMMAND	. . IS046 IPE03	2/13/1996 3/10/2003 5/28/1981	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 53711 5166038 REV A	.. .. .
0079	5340011116833	COVER, ACCESS (82577) HUGHES AIRCRAFT CO	. . IS046 IPE03 IPE01	2/13/1996 3/10/2003 9/10/1998 9/26/1997 8/10/1978	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 14153 QAP-EQ003 REV A 82577 3365564 REV H 82577 PR60096	. . . . . P/N -1 .
0080	5340011228548	COVER, ACCESS 80064 NAVAL SHIP SYSTEMS COMMAND PRIMARY DRAWING: 80064 2600587	. . IS046 IPE01 IPE03	2/13/1996 3/10/2003 9/10/1998 2/8/1993 8/28/2001 6/14/1988 12/17/1969 6/27/1983 4/21/1978	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 14153 QAP-EQ003 REV A 19207 10886768 REV D 80064 2584542 REV T 80064 2585164 REV B 80064 2587389 REV A 80064 2600587 REV B 80064 PL2600587	. . . . . . . P/N -279 . . P/N 2600587 .
0081	5340011250618	COVER, ACCESS 19207 U S ARMY TANK-AUTO COMMAND	. . IS046 IPE04	2/13/1996 3/10/2003 5/20/1992 6/23/1998	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 19207 12307435 REV F 19207 12350824 REV M	.. .. .. .
0082	5340011348318	COVER, ACCESS 19207 U S ARMY TANK-AUTO COMMAND	. . IS046	2/13/1996 12/20/1992 8/8/2001 6/23/1998	14153 QAP-EQ001 REV B 19207 12300396 REV D 19207 12309000 REV E 19207 12350824 REV M	.. .. .. .
0083	5340011418926	COVER, ACCESS 98749 US AIR FORCE MCCLELLAN AFB	. . IS046 IPE03	2/13/1996 3/10/2003 6/16/1988	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 98749 8126562 REV A	.. .. .
0084	5340011423649	COVER, ACCESS (98749) SACRAMENTO AIR LOGISTICS CENTER	. . IS046 IPE03	2/13/1996 3/10/2003 6/15/1988 6/13/1988 6/14/1988 2/15/1995	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 98749 8126511 REV A 98749 8126584 REV A 98749 8126585 REV A 98749 849120 REV B	.. .. .. .. .. .

0085	5340011426637	COVER, ACCESS SACRAMENTO AFCL 98749 BASIC PART NUMBER 8126488	. . IS046 IPE03	2/13/1996 3/10/2003 7/21/1988 7/20/1988 6/15/1988 12/6/1992 6/15/1988 6/15/1988	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 98749 8126247 REV A 98749 8126488 REV B 98749 8126571 REV A 98749 8126581 REV A 98749 8126645 REV A 98749 8126650 REV A	. . P/N -1
0086	5340011428022	COVER, ACCESS 98749 SACRAMENTO AIR LOGISTICS CENTER	. . IS046	2/13/1996 3/10/2003 6/15/1988 2/15/1995	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 98749 8126480 REV A 98749 849120 REV B	. . P/N 8126480 .
0087	5340011473236	COVER ACCESS18876 US ARMY MISSILE COMMAND	IS046 IPE04	2/13/1996/3 10/2003/1 3/1985	14153 QAP-EQ001 REV B14153 QAP-EQ002 REV A18876 13032218 REV C	...
0088	5340011475403	COVER, ACCESS 98749 SACRAMENTO AIR LOGISTICS CENTER	. . IS046	2/13/1996 2/13/1991	14153 QAP-EQ001 REV B 98749 8126603 REV B	. .
0089	5340011475404	COVER, ACCESS (98749) SACRAMENTO AIR LOGISTICS CENTER	. . IS046	2/13/1996 6/15/1988	14153 QAP-EQ001 REV B 98749 8126604 REV A	. .
0090	5340011476598	COVER, ACCESS 30554 DOD PROJECT MANAGER/MOBILE ELECTRIC	. . IS046 IPE03	2/13/1996 3/10/2003 2/12/1971 5/28/1993 12/14/1977 3/9/1982 4/29/1981	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 30554 69-679 REV B 30554 70-1305 REV U 30554 70-1316 REV T 30554 70-1470 REV U 30554 70-1485 REV T	. . DWG P/N-6 . .
0091	5340011553145	COVER, ACCESS	. IS043 IS003 IPE03	2/13/1996 3/10/2003 7/19/1984 5/23/1993 12/11/1978 4/28/1989 3/31/1989	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 53711 5191132 REV D 53711 5191154 REV F 53711 5191429 BASIC 98752 8226785 REV 2 98752 PL8226785 REV X2	. . . . P/N -10 .
0092	5340011579475	COVER, ACCESS 30554 DOD PROJECT MANAGER-ELECTRIC POWER	. . IS046 IPE03	2/13/1996 3/10/2003 6/9/1995	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 30554 69-583 REV G	. . .
0093	5340011582276	COVER, ACCESS (19200) U S ARMY RESEARCH & DEVELOPMENT CENTER	. . IS046 IPE04	2/13/1996 3/10/2003 9/10/1998 1/25/1993 7/18/1992 3/21/1995 8/3/1989 6/6/1989 1/27/1993 8/30/1989	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 14153 QAP-EQ003REV A 19200 11829683 REV D 19200 11829684 REV C 19200 11829685 REV E 19200 9387961 19200 PL11829683 REV A 19200 QAP11829683 REV B 19200 QAP11829684 REV B	.........
0094	5340011587562	COVER, ACCESS 45152 OSHKOSH TRUCK CORP (45152)	. . IS046 IPE04	2/13/1996 3/22/1982	14153 QAP-EQ001 REV B 45152 1343410 REV A	. .

0095	5340011643229	COVER,ACCESS,CLEARING 53711 NAVAL SEA SYSTEMS COMMAND	. . IS046 IPE03	2/13/1996 3/10/2003 9/10/1998 8/29/1979 7/20/1984 1/8/1982 8/24/1993 5/31/1978 8/4/1977 1/2/1979	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 14153 QAP-EQ003 REV A 53711 5191131 REV D 53711 5191132 REV D 53711 5191133 REV B 53711 5191154 REV F 53711 5191352 REV B 53711 PL5191131 REV D 53711 PL5191352 REV D	.. .. .. .. .. .. .. .. .. .
0096	5340011674623	COVER, ACCESS 18876 U S ARMY MISSILE COMMAND	. . IS046 IPE03	2/13/1996 3/10/2003 1/9/1986	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 18876 13142566 REV B	.. .. .
0097	5340011678119	COVER, ACCESS(19207) US ARMY TANK AUTOMOTIVE COMMAND	IS046 IPE04	2/13/1996 3/10/2003 5/24/1983 9/7/1992 2/28/1992	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 19207 1227540619207 12275514 REV E 19207 12275552 REV A	.. .. .. .. .
0098	5340011678119	COVER, ACCESS 81361 US ARMY SOLDIER AND BIOLOGICAL	. . IS046 IPE03	2/13/1996 3/10/2003 7/15/1997	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 81361 5-45-5292 REV D	.. .. .
0099	5340011832778	COVER, ACCESS 97403 CECOM LR CENTER	. . IPE03 IS046 IS001	2/13/1996 3/10/2003 10/26/1983 7/5/1991 2/10/1984 11/25/1993	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 19207 12335258 19207 12335259 REV A 97403 13214E2760 REV A 97403 DL13214E2860	.. .. .. .. .. .
0100	5340011835019	COVER,ACCESS 81361 US ARMY ARMAMENT RESEARCH CMD	. . IS046 IPE04	2/13/1996 3/10/2003 8/6/1990 12/16/1991 11/15/1989 12/6/1989 3/26/1992	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 81361 C5-45-3096 REV H 81361 C5-45-3244 REV N 81361 P5-45-3096 81361 QAP5-45-3096 81361 QAP702-1-2 REV B	.. .. .. .. .. .. .
0101	5340011838350	COVER,ACCESS 97403 CECOM LR CENTER	. . IS046 IPE03	2/13/1996 3/10/2003 8/20/1997 11/28/1983 5/1/1989	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 97403 13211E8755 REV D 97403 QAP13211E8755 A COQC IS REQUIRED	. . . . . 13211E8755 . .
0102	5340011838470	COVER, ACCESS 97403 CECOM LR CENTER PRIMARY DWG IS 13214E2771	. . IS046 IPE03	2/13/1996 3/10/2003 1/17/1989 1/17/1989 5/30/1991 7/1/1991	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 97403 12334974 REV A 97403 12334975 REV A 97403 13214E2771 REV C 97403 QAP13214E2771 REV B	. . . . . . . P/N -1 . .
0103	5340011847866	COVER, ACCESS 76301 MCDONNELL DOUGLAS ACFT CO	. . IPE03 IS046	2/13/1996 3/10/2003 7/1/1998 7/14/1998	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 76301 74A322653 REV G 76301 PL74A322653 REV G	. . . P/N -2001 . .

0104	5340011850639	COVER, ACCESS MCDONNELL DOUGLAS HELICOPTER CO. (02731)	. . IS046 IPE03	2/20/1991 1/1/1996 11/2/1994 4/19/1991 2/13/1996 3/10/2003	02731 7-217221109 REV E 02731 EPB4-230 REV U 02731 HP 8-5 REV U 02731 HS217 REV M 14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A	......
0105	5340011872729	COVER 19207 U S ARMY TANK AUTOMOTIVE COMMAND PRIMARY DRAWING: 19207 12344344	. . IS046 IPE03	2/13/1996 3/10/2003 4/10/1990 11/6/1998	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 19207 12282142 REV D 19207 12344344 REV E	. . 12282142 .
0106	5340011899820	COVER, ACCESS 19207 U S ARMY TANK-AUTOMOTIVE COMMAND	IS046	2/13/1996 8/16/1989	14153 QAP-EQ001 REV B 19207 12335327 REV C	. 12335327
0107	5340011993191	COVER, ACCESS 30554 MOBILE ELECTRIC POWER	IS046	2/13/1996 3/10/2003 3/31/1992 3/9/1982 4/29/1981	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 30554 69-679 REV B 30554 70-1470 REV U 30554 70-1485 REV T	P/N -21.
0108	5340012011100	COVER, ACCESS 19207 US ARMY TANK AUTOMOTIVE COMMAND	IS046 IPE04	2/13/1996 3/10/2003 10/9/1996	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 19207 12333500 REV D	. . .
0109	5340012055986	COVER, ACCESS 19207 U S ARMY TANK AUTOMOTIVE COMMAND	. . IS046 IPE04	2/13/1996 3/10/2003 10/14/1992 10/14/1992 9/9/1992 9/14/1992 9/15/1992 2/3/1995 6/23/1998	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 19207 12325718 REV A 19207 12329150 REV B 19207 12329151 REV A 19207 12329152 REV A 19207 12329153 REV A 19207 12329154 REV B 19207 12350824 REV M	.........
0110	5340012075878	COVER, ACCESS 19200 US ARMY RESEARCH & DEVELOPMENT CMMD	. . IPE03 IS046	2/13/1996 3/10/2003 10/18/1993 11/1/1990 12/19/1988 7/11/1994	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 19200 12579607 REV B 19200 9376958 REV D 19200 PD9376958 19200 DL9376958	.....
0111	5340012075879	COVER, ACCESS 19200 US ARMY ARMAMENT RESEARCH & DEVELOPMENT	IS001 IPE03 IS046	2/13/1996 3/10/2003 10/18/1993 8/12/1996 5/13/1994 4/24/1994	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 19200 12579607 REV B 19200 9376959 REV D 19200 PD9376959 19200 DL9376959	.....
0112	5340012103784	COVER, ACCESS 19200 U.S. ARMY ARMAMENT RESEARCH & DEVELOP CMD	. . IPE03 IS046	2/13/1996 3/10/2003 11/9/1990 10/29/1991	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 19200 9376967 REV B 19200 PD9376967	....

0113	5340012161464	COVER, ACCESS 07482 GE COMPANY GE AIRCRAFT ENGINES IDENTIFY TO	. IS001 IS046 IPE03	3/5/1998 2/13/1996 3/10/2003	07482 9713M89 REV K 14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A	9713M89P02
0114	5340012224082	COVER, ACCESS 53711 NAVAL SEA SYSTEMS COMMAND	. IS046 IPE04	2/13/1996 3/10/2003 7/6/1981	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 53711 5190410 REV C	.
0115	5340012375771	COVER, ACCESS 05606 GENERAL DYNAMICS ARMAMENT SYSTEMS INC IDENTIFY TO:	. IS046 IS041 A0003 IPE04	6/5/1992 6/26/1996 6/7/1999 2/13/1996 3/10/2003	05606 142D6843 REV F 05606 304A843 REV J 05606 A10305 REV G 14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A	.
0116	5340012380575	COVER, ACCESS 98748 OKLAHOMA CITY AIR LOGISTICS CENTER	. IPE03 IS046	2/13/1996 3/10/2003 3/2/1987	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 98748 8629543	.
0117	5340012438404	COVER, ACCESS 77751 FAIRCHILD INDEXCEPTION DATA:"THE USE OF LEXAN SHEET AS AN ALTERNATE MATERIALIS UNACCEPTABLE FOR ALL PROCUREMENTS PER ESA-TA"	IPE03 IS046	2/13/1996 3/10/2003 7/5/1989 5/29/1987 8/1/1974	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 77751 160D180213 REV E 77751 S987 REV K 77751 SP1631 REV B	.. P/N -3..
0118	5340012544830	COVER, ACCESS	. IS046 IPE03	2/13/1996 3/10/2003 11/21/1986 9/19/1989 10/18/1993 11/23/1985 10/23/1985 11/6/1998 5/31/1995	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 19200 12548048 19200 12548056 REV A 19200 12579607 REV B 19200 9376873 19200 9376904 19207 12344343 REV E 19200 DL12548056	.
0119	5340012544831	COVER ACCESS 19200 U S ARMY ARMAMENT R & D COMMAND PRIMARY DRAWING: 19207 12548063	. IS046 IPE03	2/13/1996 3/10/2003 11/21/1986 11/21/1986 10/8/1993 10/23/1985 10/23/1985 11/6/1998	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 19200 12548062 19200 12548063 19200 12579607 REV B 19200 9376976 19200 9376985 19207 12344343 REV E	.
0120	5340012639475	COVER, ACCESS NAVAL SURFACE WARFARE CENTER	. IS001 IPE04 IS046	5/25/1995 2/13/1996 3/10/2003	10001 1599699 REV L 14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A	.

0121	5340012646024	COVER,ACCESS 53711 NAVAL SEA SYSTEMS COMMAND	. . IS046	2/13/1996 3/28/1984	14153 QAP-EQ001 REV B 53711 5338665 REV A	. .
0122	5340012676164	COVER, ACCESS (19207) U.S. ARMY TANK AUTOMOTIVE COMMAND.	. . IPE04	2/13/1996 3/10/2003 3/1/1989 8/8/2001 6/24/1998 6/14/1988 7/5/1990	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 19200 9380337 REV D 19207 12309000 REV E 19207 12350824 REV M 19200 PD9380337 19200 DL12350824	. . ASSY .
0123	5340012710384	COVER,ACCESS 99167 SUNDSTRAND AVIATION	. . IS046 IPE03	2/13/1996 3/10/2003 3/26/1975 4/17/1990 6/12/2001 4/20/1999 2/21/1995	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 99167 710697 REV B 99167 DM04 REV E 99167 PN02.01 REV BL 99167 PN17.50 REV CJ 99167 QC13.01-03 REV T	. . . . . . CLASS 4
0124	5340012767105	COVER, ACCESS 97403 CECOM	. . IS046 IPE04	2/13/1996 3/10/2003 2/5/1992 2/4/1992	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 97403 13228E6073 REV A 97403 13228E6119 REV A	. . .
0125	5340012775666	COVER,ACCESS 97403 U S ARMY COMMUNICATION-ELECTRONICS CMD IDENTFY PER	IS046 IS001	2/13/1996 2/5/1992 2/4/1992	14153 QAP-EQ001 REV B97403 13228E6070 REV A97403 13228E6119 REV A	. . 13228E6070.
0126	5340012775668	COVER, ACCESS 97403 US ARMY RESEARCH & DEVELOPMENT COMMAND	. . IS046	2/13/1996 2/5/1992 2/4/1992	14153 QAP-EQ001 REV B 97403 13228E6102 REV A 97403 13228E6119 REV A	. . .
0127	5340012775670	COVER, ACCESS 97403 US ARMY ELECTRONICS COMM CMMD (97403)	. . IS046	2/13/1996 2/5/1992 2/4/1992	14153 QAP-EQ001 REV B 97403 13228E6091 REV A 97403 13228E6119 REV A	. . .
0128	5340012775671	COVER,ACCESS 97403 US ARMY COMMUNICATIONS-ELECTRONICS CMMD	. . IS046	2/13/1996 2/5/1992 2/4/1992	14153 QAP-EQ001 REV B 97403 13228E6093 REV A 97403 13228E6119 REV A	. . .
0129	5340012879790	COVER, ACCESS 80045 CMC ELECTRONICS-CINCINNATI PRIMARY DRAWING: 80045 628354	. . IS046 IPE03	2/13/1996 3/10/1993 10/10/1990 5/22/1990 4/5/1990 10/25/1991 10/25/1991 10/11/1990	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 80045 628354 REV E 80045 628355 REV E 80045 628356 REV C 80045 636322 REV A 80045 636323 REV A 80045 PL628354 REV E	.......
0130	5340012966755	COVER, ACCESS (30554) PROJECT MANGER-MOBILE PRIMARY DWG (30554) 72-5162	. . IS046 IPE04	2/13/1996 1/27/1970 5/15/1981 5/15/1981 5/15/1981 6/12/1985	14153 QAP-EQ001 REV B 30554 69-679 REV B 30554 72-5018 REV B 30554 72-5072 REV B 30554 72-5073 REV C 30554 72-5162 REV G	......
0131	5340012977598	COVER, ACCESS 30003 NAVAL AIR SYSTEMS COMMAND	IS046 IPE03	2/13/1996 3/10/2003 2/10/1996	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 30003 517AS359 REV A	. . .

0132	5340012982032	COVER, ACCESS (07482) GENERAL ELECTRIC CO	. IS046 IPE03	7/18/2002 2/13/1996 3/10/2003	07482 9542M92 REV C 14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A	9542M92P01 . .
0133	5340013078669	COVER, ACCESS 97403 US ARMY CECOM	. IS046 IPE04	2/13/1996 3/10/2003 3/29/1990	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 97403 13227E7233 REV A	. . .
0134	5340013125271	COVER, ACCESS 19200 U S ARMY ARMAMENT RESEARCH DEV	. IS001 IPE04 IS046	2/13/1996 3/10/2003 12/9/1988 7/17/1990	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 19200 9380462 19200 PD9380462	....
0135	5340013133102	COVER, ACCESS 19200 US ARMY ARMAMENT R&D COMMAND	. IS046	2/13/1996 5/7/1990 7/17/1990	14153 QAP-EQ001 REV B 19200 9380311 REV B 19200 PD9830311	. . .
0136	5340013145602	COVER, ACCESS 19207 U S ARMY TANK AUTOMOTIVE COMMAND	IS046 IPE04	2/13/1996 10/20035/2 8/199612/1/ 19992/28/2 0019/22/19 945/3/2000 12/13/1996	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 19207 12342105 REV A 19207 12342107 REV C 19207 12369003 REV E 19207 12460093 REV A 19207 12460094 REV C 19207 12460095 REV B	.......
0137	5340013182083	COVER, ACCESS (97403) US ARMY BELVOIR RESEARCH DEVELOPMENT	. IS046 IPE04	2/13/1996 3/10/2003 2/6/1992 9/18/1999 2/4/1992	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 97403 13228E6031 REV A 97403 13228E6115 REV B 97403 13228E6119 REV A	.....
0138	5340013182916	ACCESS, COVER 19200 U S ARMY ARMAMENT R & D COMMAND	. IS046 IPE04	2/13/1996 9/10/1998 12/5/1991 2/12/1991 11/5/1998	14153 QAP-EQ001 REV B 14153 QAP-EQ003 REV A 19200 9380468 REV C 19200 QAP9380468 REV B 19207 12350824 REV M	.....
0139	5340013182917	COVER, ACCESS 19200 U S ARMY ARMAMENT R & D COMMAND	. IS046 IPE04	2/13/1996 3/10/2003 11/4/1999 6/23/1998	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 19200 9380473 REV C 19207 12350824 REV M	....
0140	5340013189155	COVER, ACCESS (53711) NAVAL SEA SYSTEMS COMMAND	. IS046 IPE03	2/13/1996 3/10/2003 10/21/1995 10/20/1995 10/10/1995	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 53711 6289490 REV C 53711 6289696 REV G 53711 6289752 REV B	.....
0141	5340013205765	COVER, ACCESS 19200 U S ARMY ARMAMENT RESEARCH & DEVELOPMENT	. IS046 IPE03	2/13/1996 3/10/2003 10/18/1993 1/12/2000	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 19200 12579607 REV B 19200 9338091 REV C	. . . P/N -1
0142	5340013231195	COVER, ACCESS 19200 US ARMAMENT R&D CMD PRIMARY DWG 12910533	. IS046 IPE04	2/13/1996 3/10/2003 9/11/1995 8/16/1993 1/9/1998	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 19200 12910533 REV C 19200 PD12910533 19207 12369002 REV E	.....

0143	5340013240176	COVER,ACCESS 80195 ETNYRE E D AND CO	. IS046 IPE04	2/13/1996 3/10/2003 11/2/1988	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 80195 T2048PC (BASIC)	.
0144	5340013422780	COVER,ACCESS 01365 MARINE CORPS LOGISTICS BASE	. IS046 IPE04	3/1/1988 2/13/1996 3/10/2003	01365 82A5052A0518 REV B 14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A	.
0145	5340013442529	COVER, ACCESS 94580 HONEYWELL INTERNATIONAL INC	IS001 IS046	2/13/1996 1/16/1990	14153 QAP-EQ001 REV B 94580 10136897 REV D	.
0146	5340013533595	COVER, ACCESS01365 DEPARTMENT OF THE NAVYMATERIAL: ALUMINUM ALLOY 5052, TEMPER "0" PERAMS -QQ-A-225/7,AMS-QQ-A-250/8 OR SAE-AMS-5015.IDENTIFY PER	IS001 IS046 IPE03	12/6/1990 2/13/1996 3/10/2003	01365 89029A5101 14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A	89029A5101..
0147	5340013540159	COVER,ACCESS (01365) NAVAL MARINE CORPS.	. IS046	12/7/1990 12/7/1990 12/7/1990 12/7/1990 12/7/1990 6/13/1996 2/13/1996	01365 89029A0004 NO REV 01365 89029A2200 NO REV 01365 89029A2201 NO REV 01365 89029A2202 NO REV 01365 89029A2203 NO REV 01365 89029A2205 REV A 14153 QAP-EQ001 REV A	.
0148	5340013551588	COVER,ACCESS 19200 U S ARMY ARMAMENT RES. & DEV CMD	. IS046 IPE04	2/13/1996 3/10/2003 9/11/1995	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 19200 12941416 REV C	.
0149	5340013590292	CORP 07-82406 0-2219 I/L/O /O QQ-R-566	. IPE03	2/13/1996 3/10/2003 1/15/1979 1/3/1995 1/16/1996 7/22/1996 9/19/1986 7/21/1997 7/12/1995 2/1/1999	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 76381 EC-3917 REV 1 78286 70307-82406 REV F 78286 SS8013 REV 6 78286 SS8043 REV 4 78286 SS8607 REV 6 78286 SS8669 REV 19 78286 SS8752 REV 8 SAE AMS H-6088	P/N -118
0150	5340013632705	COVER, ACCESS (19200) U S ARMY ARMAMENT R & D PRIMARY DRAWING: 19200 12931311	. IS046	9/19/1988 2/13/1996 3/10/2003 2/20/1991 1/7/1993 11/7/1998	01417 SD-X12142 REV A 14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 19200 12931311 REV A 19200 PD12931311 19207 12344343 REV E	.
0151	5340013654809	COVER, ACCESS 01364 DEPT OF THE NAVY	. IS046	12/6/1990 12/6/1990 12/6/1990 1/23/1992 1/3/1992 1/23/1992 1/23/1992 2/13/1996	01365 89029A0004 01365 89029A2107 01365 89029A2202 01365 90013A2203 01365 90013A3200 01365 90013A3201 01365 90013A3202 14153 QAP-EQ001 REV B	P/N -2

0152	5340013664890	COVER,ACCESS 01365 DEPT OF NAVY US MARINE CORPS	. . IS046 . IPE04	11/6/1990 12/6/1990 12/6/1990 1/23/1992 1/23/1993 1/23/1992 7/7/1992 2/13/1996	01365 89029A0004 01365 89029A2107 01365 89029A2202 01365 90013A2200 01365 90013A2201 01365 90013A2203 01365 90013A2204 14153 QAP-EQ001 REV B	.. .. .. .. .. .. .. .
0153	5340013720360	COVER,ACCESS U.S. ARMY AUTO TANK COMMAND (19207)	. . IS046	2/13/1996 2/14/1997 2/14/1997 2/14/1997 3/21/1997 1/22/1996	14153 QAP-EQ001 REV B 19207 12412563 REV BASIC 19207 12412564 REV BASIC 19207 12412565 REV BASIC 19207 12420325 REV C 19207 PD12412565 REV BASIC	.. .. .. .. .. .
0154	5340013790892	COVER,ACCESS30554 DOD PROJECT MANAGER MOBILE POWER PRIMARY DRAWING: 30554 88-20104 IDENTIFY TO	IS001 IS046IP E03	2/13/1996 10/16/2000	14153 QAP-EQ001 REV B 30554 88-20104 REV G	..
0155	5340013791043	COVER, ACCESS (19200) U S ARMY ARMAMENT R & D COMMAND	. . IS046	1/4/1996 3/10/2003 8/6/1994 6/30/1996 9/15/1994 11/11/1993 9/15/1994 9/14/1999 9/15/1994	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 19200 12931381 REV A 19200 12931382 REV B 19200 12931786 REV A 19200 12931787 REV A 19200 12931788 REV A 19207 12273718 REV AH 19207 12322299 REV B	.. .. .. .. .. .. .. .. .
0156	5340013819811	COVER, ACCESS 19200 U S ARMY ARMAMENT R & D COMMAND	. . IS046 . IPE04	2/13/1996 3/10/2003 11/15/1992 8/18/1996	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 19200 12910498 19200 12927698 REV B	.. .. .. .
0157	5340013841422	COVER,ACCESS 30003 NAVAL AIR SYSTEMS COMMAND LIFE SUPPORT ITEM	. . . . IS046	2/13/1996 3/10/2003 4/13/1995	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV B 30003 579AS115 REV C	. . . P/N -503
0158	5340013911056	COVER,ACCESS 19200 U S ARMY ARMAMENT R/D COMMAND IDENTIFY TO:	. . IS046 IS041 A0003	2/13/1996 12/19/1985 10/18/1993	14153 QAP-EQ001 REV B 19200 10955764 REV E 19200 12579607 REV B	.. .. .
0159	5340013912223	COVER, ACCESS 19207 U S ARMY TANK -AUTO COMMAND	. . IS046	10/7/1993	19207 12387370	.
0160	5340013924349	ACCESS COVER ASSY 53711 NAVAL SEA SYSTEMS COMMAND PRIMARY DRAWING: 5494858	. . IS046 . IPE03	2/13/1996 3/10/2003 5/29/1996 1/22/1992 10/26/1992 11/23/1991 3/2/1996 1/25/1991 4/19/1990	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 53711 5494858 REV C 53711 5494859 REV C 53711 5494860 REV C 53711 5494861 REV C 53711 PL5494858 REV C 53711 PL5494859 REV B 53711 PL5494860 REV A	. . . 5494858

0161	5340013930202	COVER,ACCESS 82577 HUGHES AIRCRAFT CO	. . IS046	2/13/1996 11/9/1990 9/14/1993	14153 QAP-EQ001 REV B 82577 7002600 REV A 82577 7002816	. . P/N -1
0162	5340014167342	COVER, ACCESS (30003) NAVAL AIR SYSTEMS COMMA ND	. . IS046	3/4/1994 3/18/1982 4/12/1985 6/12/1988 5/21/1987 4/12/1985 4/8/1987	30003 704AS3539 REV A 30003 704AS3617 30003 704AS4952 30003 704AS4953 REV D 30003 704AS4954 REV A 30003 704AS4955 30003 704AS9833 REV B	. . DWG P/N -2 . .
0163	5340014169958	COVER,ACCESS (ASSY) 80063 U S ARMY COMMUNICATION/ELECTRONIC COMMAND	. . IS046 IS041	2/13/1996 5/10/1963 8/15/1981 8/14/1967	14153 QAP-EQ001 REV B 80063 SC-C-143762 80063 SM-B-169067 REV L 80063 SM-B-169068 REV F	. COVER ASSY . .
0164	5340014246723	COVER,ACCESS 53711 NAVAL SEA SYSTEMS COMMAND	IS046	2/13/1996 1/28/1994	14153 QAP-EQ001 REV B 53711 6735617	..
0165	5340014570506	COVER, ACCESS (54490) U S ARMY ELECTRONICS COMMAND	. . IS046 IPE04	2/13/1996 3/10/2003 7/6/1998	14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 54490 5009564 REV B	. . .
0166	5340014817943	COVER,ACCESS US ARMY COMMUNICATIONS & ELECTRONICS	. IPE03 IS046	2/13/1996 11/5/1985 9/20/1984 7/30/1991 5/13/1992 9/20/1985 2/28/1985 2/6/1988 6/11/1992	14153 QAP-EQ001 REV B 80063 PLSM-B-986259 REV C 80063 SM-A-985915 REV A 80063 SM-A-986018 BASIC 80063 SM-A-986201 REV B 80063 SM-B-876733 REV A 80063 SM-C-986271 REV A 80063 SM-D-986259 REV J 80063 SM-D-986260 REV C	. . P/N -1 P/N -1 P/N -1 . .

Table Number	Table Text
A0003	MIL-STD-130K, DATED 15 JAN, 2000. IDENTIFICATION MARKING OF U.S. MILITARY PROPERTY
IPE01	QAP EQ003 APPLIES
IPE03	CRITICAL ITEM - SOURCE INSPECTION REQUIRED.
IPE04	SOURCE INSPECTION REQUIRED.
IS001	MIL-STD-130K 15 JAN 00
IS016	THE ITEM DESCRIBED IN THIS SOLICITATION IS DEFINED IN WHOLE OR IN PART BY ARMY DRAWING(S). THESE DRAWING(S) MAY CONTAIN A PAINT FINISHING REQUIREMENT. WHERE SUCH REQUIREMENTS ARE SPECIFIED, USE DCSC DRAWING 16236 CS-2300-0001 IN LIEU OF FINISH REQUIRE- MENTS OF THE ARMY DRAWING(S). THIS DRAWING CONTAINS SPECIFICATIONS FOR CHEMICAL AGENT RESISTANT COATINGS (CARC), AND ADDITIONAL INFORMATION RELATING TO HIGH TEMPERATURE COATINGS. DCSC DWG IS AVAILABE AT DISC.
IS041	THIS ITEM DOES NOT REQUIRE THE USE OF CLASS I OZONE DEPLETING SUBSTANCES PER DLA MEETING,3-4 AUG 93,SUBJECT: DLA TECHNICAL/STANDARDIZATION MEETING ON AUTHORITY TO IMPROVE CUSTOMER SUPPORT.
IS043	THE REQUIREMENT TO PERFORM RESISTANCE TO FLUIDS TESTS USING FLUIDS TRICHLOROTRIFLUOROETHANE (MIL-C-81302) AND TRICHLOROETHANE (MIL-T-81533) IS ELIMINATED.

Table Number	Table Text
IS046	THE DRAWING(S) LISTED BELOW ARE AVAILABLE AT DSCP DURING *OPEN SOLICITATION ONLY*. TO RECEIVE A COPY OF THE DRAWING(S), YOU MUST ACCESS THE WORLD WIDE WEB; ENTER THE FOLLOWING URL (IN LOWER CASE LETTERS): HTTP://ABIWEB.DSCP.DLA.MIL/ABI AND FOLLOW THE PROMPTS. FOR ADDITIONAL INFORMATION CONCERNING TECHNICAL DATA, PLEASE CALL 215-737-7154/7140.

**FAR 52.212-1 – INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS
(JAN 2004)**

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of Offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for Acceptance of Offers.*

The offeror agrees to hold the prices in its offer firm for 120 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product Samples.*

When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

FAR 52.212-1 (continued)**(e) *Multiple Offers.***

Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.*

(1) Offerors are responsible for submitting offers, and any modifications, revisions or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or

FAR 52.212-1 (continued)

its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract Award* (not applicable to Invitation for Bids).

The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple Awards*.

The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) *Availability of Requirements Documents Cited in the Solicitation*.

(1)(i) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained for a fee by submitting a request to:

GSA Federal Supply Service Specifications Section
Suite 8100
470 L'Enfant Plaza, SW
Washington, DC 20407
((202) 619-8925)
(Fax (202) 619-8978)

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the:

Department of Defense Single Stock Point (DoDSSP)
Building 4D, 700 Robbins Avenue
Philadelphia, PA 19111-5094
Telephone (215) 697-2667/2179
Facsimile (215) 697-1462

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained—

(A) By telephone. (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>

FAR 52.212-1 (continued)

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$25,000 and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4”

followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) *Central Contractor Registration.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) *Debriefing* If a postaward debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency’s evaluation of the significant weak or deficient factors in the debriefed offeror’s offer;
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror;
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror;
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

1. Addendum to 52.212-1(b) Submission of offers.

See Standard Form 1449 (Continuation Sheet), on page 3, for any specific instructions on how to submit your offer if mailed, hand carried or faxed (when authorized).

- ☐ Faxed offers are NOT authorized for this solicitation.
☒ Faxed offers are authorized for this solicitation.

Facsimile offers that fail to furnish required representations, or information, or that reject any of the terms, conditions and provisions of the solicitations, may be excluded from consideration. Facsimile offers must contain the required signatures. The Government reserves the right to make award solely on the facsimile offer. However, if requested to do so by the Contracting Officer, the apparently successful offeror agrees to promptly submit the complete original signed proposal. The Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile offer.

2. Addendum to 52.212-1(c) Period for acceptance of offers.

- ☒ Period of acceptance is 120 days.

3. Addendum to 52.212-1(e) Multiple offers.

- ☒ Alternative commercial items may not be considered for award on this instant acquisition, however, may be utilized for market research on future requirements.

4. Addendum to 52.212-1(g) Contract Award.

- ☒ If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

5. Addendum to 52.212-1(h) Multiple awards.

- ☐ The Government intends to make one award.
☒ The Government may make more than one award.
☐ Offers may be submitted for quantities less than those specified.

6. Addendum to 52.212-1(j) Data Universal Numbering System (DUNS) Number

The requirement to provide a DUNS number with the offer applies at all dollar values if the offeror is required to register in the Central Contractor Registration (CCR) Database in accordance with DFARS clause 252.204-7004.

The clauses listed below are incorporated by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

(Also, the full text of a solicitation provision may be accessed electronically at these addresses:

ADDENDUM TO FAR 52.212-1 (continued)

FAR and DFARS: <http://www.acq.osd.mil/dp/dars> ;

DLAD, PROCLTRS and FARS DEVIATIONS: <http://www.dla.mil/j-3/j-336> ;

DSCP: http://www.dscp.dla.mil/contract/dgpa/Part52_Interface.doc

DSCP 52.209-9I02 Responsibility of Offerors (FEB 1970)

DSCP 252.214-9I08 Hand-Carried Offers (MAY 2001)

DSCP 252.215-9I08 Negotiated Solicitations-Responsiveness (NOV 1997)

52.214-9I03 AWARD BY ENTIRE LOT/ITEM/SUB-ITEM (AUG 1994)

- (a) With respect to each lot/item/sub-item identified below, no award will be made for less than the full requirements shown in this solicitation for said lot/item/sub-item.

LOT: _____

ITEM: ALL

SUB-ITEM _____

- (b) If this is an Invitation For Bid (IFB), any offeror offering less than all of the solicitation requirements of any said lot(s)/item(s)/sub-item(s) will be non-responsive as to said lot/item/sub-item.
- (c) If this is a Request For Proposal (RFP), any offeror offering less than all of the solicitation requirements of said lot(s)/item(s)/sub-item(s) may be precluded from consideration for award as to said lot/item/sub-item if the Contracting Officer elects to make an award without opening discussions.
- (d) Offerors are cautioned that submission of an offer for selected item(s) within a given lot(s) is unacceptable; offers must be for all item(s) within a given lot(s). However, an offeror may submit an offer on any one or more lot(s).

(End of Provision)

ADDENDUM TO FAR 52.212-1 (continued)**52.216-1 -- Type of Contract (Apr 1984)**

The Government contemplates award of a fixed price with EPA contract resulting from this solicitation.

(End of Provision)

52.216-9I26 ELECTRONIC DATA INTERCHANGE (EDI) (JUL 1998)

- (a) Delivery Orders issued under this contract normally will be communicated to the Contractor by Electronic Data Interchange (EDI), using the conventions and formats prescribed by the American National Standards Institute (ANSI) X12 standards and the Department of Defense (DoD) X12 Implementation Guideline. The DoD Guideline is available from the points of contact listed in paragraph (h) below. The Contractor is advised that the Defense Logistics Agency, will be using an Electronic Commerce Collection Point with connections to several Value Added Networks (VAN) for interchanging data with vendors in ANSI-X12 format.
- (b) Equipment Requirements. The Contractor shall acquire and maintain the following minimum requirements for receiving and transmitting EDI transactions:
 - (1) A computer compatible with the chosen network.
 - (2) A mailbox with a commercial VAN which is connected to the Distribution Point.
 - (3) Translation and communication software which is commercially available and capable of receiving and transmitting X12 data in accordance with paragraph (a) above. The Government reserves the right to "upgrade" the X12 Guideline to allow for technological enhancements which render the then current minimum requirements inadequate to permit the required EDI transmissions.
- (c) The Contractor shall be responsible for all errors or malfunctions regarding any EDI transmission,
 - (1) caused by the Contractor's personnel or the Contractor's equipment;
 - (2) caused by the Contractor's agent or representative, or the agent's or representative's personnel or equipment;
 - (3) caused by an error or malfunction in a VAN chosen by the Contractor or its agent or representative, and such errors or malfunctions shall not be a basis for excusable delay within the meaning of the clause of the contract entitled, "Default," unless such error or malfunction be beyond the control, and without the fault or negligence of, the Contractor, the Contractor's agent or representative or the Contractor's selected VAN. When such events occur, the Contractor shall contact the Contracting Officer within twenty-four (24) hours or the next
 - (4) business day of first notice of the error or malfunction to arrange for retransmission. Repeated errors or

malfunctions may necessitate the termination of EDI transmissions with

ADDENDUM TO FAR 52.212-1

the contractor, and may necessitate the termination of the contract.

- (d) In the event of an error or malfunction in EDI transmission caused by a Government representative or equipment, the Contracting Officer shall immediately notify the Contractor and arrange for retransmission of the data.
- (e) Both the Government and the Contractor agree that use of an "interchange address" in each EDI transmission shall be the equivalent of a written signature and shall have the same force and effect as if it were a written signature.
- (f) In the event of an interruption in EDI transmission, hard copy documents shall be used for conducting those transactions which were accomplished through EDI until such time as the interruption ceases.
- (g) The Contractor shall provide for adequate security of all EDI transmissions and protect any and all records and data from unauthorized or improper access and distribution.
- (h) Information regarding EDI is available at <http://saso.dscp.dla.mil/ipu/acquisition/pe/edi>
- (i) The Contractor shall list in the space provided below the name and address of the VAN that shall be used for the EDI transactions provided for under this contract. Any change in the VAN listed below must be approved by the Contracting Officer, in writing, prior to change-over.

- (j) Disputes.

Any disagreement which arises in connection with the minimum requirements for EDI transmission or fault as to error or malfunction of EDI transmissions shall constitute a dispute under the "Disputes" clause of the contract.

(End of Provision)

52.217-9I17 SUBMISSION OF SURGE/SUSTAINMENT PLAN (NOV 2000) DSCP

- (a) The offeror is required to submit a Surge Plan to the contracting officer with his proposal. If the offeror has previously submitted an Industrial Capabilities questionnaire (ICQ) to DSCP, (see paragraph (d)), paragraphs below which call for information that is contained in the offeror's ICQ may be addressed by advising the contracting officer to "See Previously Submitted ICQ". It the offeror's responsibility to ensure that all required

information is provided.

(b) Surge Plan must include:

- (1) a list, by contract number, of Government contracts being performed at the offeror's facility that have a surge provision; also include a description of your level of success in fulfilling surge requirements in existing contracts;
- (2) a description of your strategies for meeting surge demands described in this solicitation and an explanation of how these strategies will be applied to the items included for surge in this solicitation.

ADDENDUM TO FAR 52.212-1

(3) to the extent practicable, for any other Government contract, or any commercial contract, which the Offeror has in place on the date of submission of its proposal, the projected impact of the Government's invoking of the surge requirements to be included in the contract that will be awarded pursuant to this solicitation;

(4) all skilled labor requirements necessary to support the surge requirements;

(5) your Minimum Ordering Quantities, if any, and/or Economic Production Run Quantities for the items being provided.

(6) your methodology to enable visibility of, monitoring changes in, assessment of, and reporting on your base capabilities and your supplier base capabilities related to surge and sustainment requirements.

(7) a list of surge and sustainment items that may be difficult to provide quickly for initial ramp-up, or to provide at elevated demand levels for sustainment, and the reasons for these difficulties; list proposed solutions for overcoming these difficulties. (Under your price proposal, identify any significant investments (dollars) needed to implement propose solutions.)

(8) your access to and plans for coordinating distribution(receiving, storing, packaging and issuing) and transportation services needed to meet surge and sustainment requirements, including agreements with suppliers of these services and time frames for services provided.

(9) your agreements with suppliers that reflect access to supplier base resources, including commitments to hold rotating amounts of assets, and time frames for delivering these assets; also list commitments to provide access to production capabilities, and time frames for this access.

(c) Failure to provide a Surge Plan may render the offeror's proposal unacceptable.

(d) The offeror may obtain a copy of the Industrial Capabilities Questionnaire by contacting Ms. Linda Harrison, at (215) 737-5449, of the General and Industrial Readiness Commodity Business Unit (CBU), DSCP-IR. Industrial Capability information may be submitted electronically via the World Wide Web Industrial Capabilities Assessment Program (WICAP) at the following DLA website:

<http://dscp123.dscp.dla.mil/wicap/>

Browsers required are Internet Explorer 4.0 and above, or Netscape 3.0 and above.

(End of Provision)

ADDENDUM TO FAR 52.212-1

52.217-9I19 NOTICE OF SURGE OPTION REQUIREMENT (NOV 2000) DSCP

The Surge Option Requirement clause contained elsewhere in this solicitation lists the quantity of an item required at successive thirty-day intervals after notification by the Contracting Officer that the surge option is being exercised. If the offeror takes exception to either the quantity or the schedule, he must note the exception(s) in his proposal. Since the Government reserves the right to make an award without discussions, a proposal that does not satisfy the criteria set forth in the Surge Option Requirement clause may be considered unacceptable.

(END OF PROVISION)

INSTRUCTIONS TO OFFEROR - COMMERCIAL ITEMS

A. PROPOSAL ORGANIZATION

1. Your proposal shall consist of two parts: a Technical Proposal and a Business Proposal that shall be provided in the quantities shown below. Proposals that do not provide the required information in the prescribed format may be excluded from further consideration. See paragraph (b) below.

Volume	Title	No of Copies	Suggested Page Limit
I	Technical	6	35
II	Business	2	NONE

2. During proposal evaluation, each volume will be reviewed separately. All cost/price information, if required, must be in the Business Proposal or Volume II. No reference to cost/price shall be included in the Technical Proposal. Each volume shall be separately bound (stapled is acceptable) to facilitate evaluation. **For this acquisition, technical merit shall be considered more important than price.**

B. GENERAL INSTRUCTIONS

1. TECHNICAL PROPOSAL

a. **The Technical Proposal must demonstrate the offeror's ability to meet the Government's requirements as set forth in this solicitation.** Proposals that are unrealistic in terms of technical or schedule commitments, or are unrealistically low in price, will be considered indicating of a lack of understanding of the solicitation requirements. Failure to provide the information requested by any of the technical evaluation factors identified herein may be considered a "no response" and a rating of "unacceptable" may be given to the applicable factor, sub-factor, element or sub-element. To be considered acceptable, the offeror's technical proposal must provide, at a minimum, the information requested in Paragraph C. 1. SPECIFIC INSTRUCTIONS – TECHNICAL PROPOSAL.

b. Offerors are required to prepare and submit their proposals aligned with the following technical evaluation factors to facilitate government review and evaluation of proposals. Continuation sheets shall clearly identify the solicitation number and offeror's name on each page.

Addendum to FAR 52.212-1

INSTRUCTIONS TO OFFEROR - COMMERCIAL ITEMS continued

TECHNICAL EVALUATION FACTORS

1. Past Performance

- a. Delivery Performance
- b. Quality of Performance
- c. Business Relations/Customer Satisfaction

These Technical Evaluation Factors are listed in descending order of importance, with the subfactors under Past Performance being equal in importance.

2. BUSINESS PROPOSAL

a. The business proposal (price proposal) shall be a separate volume from the technical proposal. The offeror is required to furnish cost or pricing data or limited pricing information as detailed in paragraph C. 2. BUSINESS PROPOSAL REQUIREMENTS. To be acceptable, an offeror's business proposal must be complete, realistic and reasonable.

b. Contractors are cautioned against making any reference to price in either part of the technical proposal. Upon evaluation, any discussion including a reference to pricing will be disregarded.

C. SPECIFIC INSTRUCTIONS

1. TECHNICAL PROPOSAL

a. Offerors are required to prepare and submit their proposals aligned with the following technical evaluation factors to facilitate government review and evaluation of proposals. Continuation sheets shall clearly identify the solicitation number and offeror's name on each page. To be considered acceptable, the offeror's technical proposal must provide, at a minimum, the information as described below.

1. Past Performance:

Offerors shall provide evidence of experience in supplying the same or items of similar complexity within the past two years as listed in this solicitation. Offerors should provide a list of five (5) contracts with the highest dollar value that they have performed within the last two (2) years for commercial or government entities. These contracts should accurately demonstrate the range of same or similar items the contractor can provide. For each contract, offerors shall list the name of the company or government agency with whom they contracted, a point of contact with an address and telephone

INSTRUCTIONS TO OFFEROR - COMMERCIAL ITEMS continued

number, the dollar value of the contract, period of performance, and a brief description of the items provided.

Subfactor a. - Delivery Performance:

Offerors should describe delivery performance under the contracts provided above, as well as government and commercial contracts/orders in general. Specifically, the offer shall state the number of days completed ahead of or behind schedule. If revised schedules were granted, an explanation for the extension of the delivery should be stated.

Subfactor b. - Quality of Performance:

The contracts provided should demonstrate how the experience of the offerors' organizations and partners would ensure quality performance under the proposed contract. Offerors should address any warranty actions taken, quality deficiencies reported, merchandise returned, or any other event under the contracts or any other contracts/orders that would adequately describe quality of items delivered.

An explanation of substandard quality and/or delinquent delivery is required, where applicable. This explanation should adequately address the specific problems and provide a clear plan or evidence of measures taken to ensure that such problem(s) will not again occur. If the offeror believes that the poor quality or delinquency was not its fault, or was otherwise excusable, this should be stated and fully defined. If the offeror indicates the end item is being produced for the first time, information should be provided which demonstrates the ability to successfully produce the item identified in the solicitation without significant quality or schedule problems.

Subfactor c. - Business Relation/Customer Satisfaction:

With respect to past performance, offerors should describe their records of reasonable and cooperative behavior, commitment to customer satisfaction, and their overall business-like concern for the interests of the customer. The offeror shall list any problems encountered on the contracts identified above, or any other relevant contracts/orders, and the actions taken to resolve these problems.

b. If an offeror has no past performance history, it should provide information regarding the experience of its key management and/or technical personnel on contracts for the same or similar items. Contracts performed by any predecessor company for the same or similar items should also be reported.

Addendum to FAR 52.212-1**INSTRUCTIONS TO OFFEROR - COMMERCIAL ITEMS continued****2. BUSINESS PROPOSAL REQUIREMENT – INCLUDES ALL PRICING INFORMATION:****A. PRICING:**

- (1) The offeror may be required, at a later time, to furnish other than cost or pricing information as detailed in this clause.
- (2) To be acceptable, an offeror's business proposal must be complete, realistic, and reasonable.
- (3) For this solicitation, the Government requires the submission of a Business Proposal.
- (4) If the offeror has an alternate pricing proposal, e.g., if pricing is more favorable based on normal production lead-times versus lead-times requested in this solicitation, *please address this within Your Business Proposal.*

FAR 52.212-2 EVALUATION – COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following technical (i.e., non-price) factors, listed in descending order of importance, shall be used to evaluate offers:

PAST PERFORMANCE:

- a. Delivery**
 - b. Quality**
 - c. Business Relations/Customer Satisfaction**
-

***The subfactors of delivery, quality and business relations/customer satisfaction are listed in descending order of importance.**

Technical factors are:

- ☒ Significantly more important than cost or price
- ☐ Essentially equal to cost or price
- ☐ Significantly less important than cost or price

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced.

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

ADDENDUM TO FAR 52.212-2**SOURCE EVALUATION AND SELECTION PROCEDURES****Overview**

Subsequent to the date specified in the solicitation for receipt of proposals, all timely proposals will undergo a technical and a business evaluation as described in paragraph (1) and (2) below. The Contracting Officer will make a competitive range determination based on these evaluations and submit it to the Source Selection Authority (SSA) for approval. Unless award is made on the basis of initial proposals, written and/or oral discussions will be conducted with all Offerors in the competitive range. Revised and "best and final" offers resulting from discussions will undergo further technical and business evaluations. Finally, a proposal will be selected for award by the SSA, as described in paragraph (3), below.

Evaluation Process**(1) Technical Evaluation**

Offerors are required to submit technical proposals as prescribed in Addendum of Clause 52.212-1, "INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS" of this solicitation. Each technical proposal will be evaluated against the technical factors as specified in Clause 52.212-2, "EVALUATION-COMMERCIAL ITEMS". Proposals so technically deficient as to make them technically unacceptable will be rejected as unacceptable, regardless of the cost or price offered. No discussions will be held with rejected Offerors, nor will any rejected Offeror be given an opportunity to revise its offer to correct those deficiencies in order to become acceptable after date and time set for receipt of initial offers.

(2) Business Evaluation

Each proposal will be evaluated against the requirements of the solicitation. The Government will evaluate cost or pricing data or limited pricing information, if requested, with initial proposals or during discussions, in accordance with FAR Subpart 15.4. The Government will evaluate the successful Offerors proposals to determine cost/price realism. Cost/price realism relates to an Offerors demonstrating that the proposed cost or price provides an adequate reflection of its understanding of the requirements of this solicitation.

ADDENDUM TO FAR 52.212-2**(3) Selection**

The responsible Offeror(s) whose proposal(s) is/are most advantageous to the Government, as determined by the evaluation of proposals according to the evaluation factors in Clause 52.212-2, "EVALUATION-COMMERCIAL ITEMS" will be selected for award.

PAST PERFORMANCE

The past performance information furnished by the Offeror in accordance with 52.212-1 of this solicitation will receive consideration in varying degrees, depending on completeness and accuracy of data submitted. Each Offeror will be rated and evaluated on its performance under existing and prior contracts for the same and similar products.

In addition to information obtained from DSCP's records, data or information relating to the Offeror's performance may be obtained from sources other than those listed pursuant to this provision, or other than the references furnished by the Offeror. Examples of such sources are the Automated Best Value Model (ABVM), Dunn & Bradstreet (D & B), Federal agencies other than DSCP, state and local Government agencies, and any other independent source or sources which might have information which is considered relevant. The bases for the conclusions of judgment will be documented and will be furnished to Offerors upon request during debriefing.

Evaluation of past performance may be subjective based on consideration of all relevant facts and circumstances. Subfactors within a factor are of equal importance.

Addendum To FAR 52.212-2 – (Cont)**BUSINESS PROPOSAL – INCLUDES ALL PRICING INFORMATION:**

The solicitation contains 166 NSNs. “Each item will be evaluated independently, and awarded on an item-by-item basis. However, if the Government is prevented from making an award due to insufficient coverage, then the Government reserves the right to remove items for which no offers were received from any offeror.

52.217-9I04 EVALUATION OF OPTIONS WITH EPA (JUL 1992)

Evaluation procedures for Option provisions utilizing an Economic Price Adjustment are contained in DISC Clause I042, Option To Extend The Term Of The Contract - Notice of EPA Provision, or DISC clause I134, Option to Extend the Term of Requirements Contract - Notice of EPA Provision (Alternate), whichever is included elsewhere in this solicitation.

(End of Provision)

52.247-9I10 F.O.B. ORIGIN AND/OR DESTINATION (APR 1984)

Terms of delivery, F.O.B. Origin and F.O.B. Destination are stated in the Addendum to FAR52.212-4. With respect to items all bids (offers) are invited only on the basis of F.O.B. destination.

52.217-9I18 EVALUATION OF SURGE/SUSTAINMENT PLAN (JAN 1999) DSCP

The Government will evaluate each offeror’s ability to increase its production, if the offeror is a manufacturer, or to have production under the contract increased, if the offeror is other than a manufacturer, to meet surge and sustainment requirements which arise during contract performance. Surge/Sustainment Plans submitted will be evaluated in accordance with Section L of this solicitation.

(End of Provision)

FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (JAN 2004)

(a) *Definitions.* As used in this provision:

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Service-disabled veteran-owned small business concern”---

(1) Means a small business concern---

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern---

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern---

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

- (2) Whose management and daily business operations are controlled by one or more women.

FAR 52.212-3 (continued)

(b) *Taxpayer Identification Number* (TIN) (26 U.S.C. 6109, 31 U.S. C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number* (TIN).

- ☐ TIN: _____
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

(4) *Type of Organization.*

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other_____.

(5) *Common Parent.*

- ☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____

TIN _____

FAR 52.212-3 (continued)

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.*

The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

NOTE: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold (i.e. \$100,000.00).

(6) *Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it ☐ is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

FAR 52.212-3 (continued)

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program – Disadvantage Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either -

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification

is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

FAR 52.212-3 (continued)

(10) *HUBZone small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that –

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]* Each HUBZone small

business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation

(d) *Representations required to implement provisions of Executive Order 11246--*

(1) *Previous Contracts and Compliance.* The offeror represents that--

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that--

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.)

By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act Certificate*. (The certificate at DFARS 252.225-7000 or 7020 shall be completed if it is provided as an Attachment to FAR 52.212-3).

(g) *Buy American Act - North American Free Trade Agreements – Israeli Trade Act Certificate, Alternates I and II – Trade Agreements Certificate*. (The certificate in DFARS 252.225-7035 shall be completed if it is provided as an Attachment to 52.212-3.)

FAR 52.212-3 (continued)

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award* (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products* (Executive Order 13126). {The Contracting Officer must list in Paragraph (j)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).}

(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) Certification. {If the Contracting Officer has identified end products and countries of origin in paragraph (j)(1) of this provision, then the offeror must certify to either (j)(2)(i) or

(j)(2)(ii) by checking the appropriate block.}

☐ (i) The offeror will not supply any end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

ALTERNATE I (APR 2002) As prescribed in 12.301(b)(2), add the following paragraph (c) (11) to the basic provision:

FAR 52.212-3 (continued)

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) *[The offeror shall check the category in which its ownership falls]:*

- _____ Black American
- _____ Hispanic American
- _____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians)
- _____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia, (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Somoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- _____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- _____ Individual/concern, other than one of the preceding.

[Alternate II is not applicable at this time to DoD contracts.]

52.215-9I03 PLACE OF PERFORMANCE - INSPECTION AND SHIPPING POINT (AUG 1985)
(Applies to all items with source inspection requirements) (also applies to any other items the government invokes its right to source inspection).

Bidders/Offerors shall set forth the following information (failure to complete information may be cause for

rejection of the offer):

(a) The name and location of the MANUFACTURING FACILITY where the supplies offered are to be produced, or (if offered from stock) have been produced. Dealers are cautioned to cite manufacturing plants only. If more than one plant is specified, information must be submitted as to the amount and extent of work to be done in each plant listed. With respect to each plant shown, the information furnished must be sufficient to identify the name and address of the owner and operator, if other than offeror.

ITEM NO.	PLANT NAME AND ADDRESS
_____	_____
_____	_____
_____	_____

(b) Are the supplies to be furnished from stock?

() Yes () No

(c) Location where Bidder/Offeror would prefer to offer supplies for Government inspection (if other than as shown under 1 above) in the event that Government inspection is to be performed prior to delivery at destination.

FAR 52.212-3 (continued)

(1) Material Inspection

ITEM NO.	PLANT NAME AND ADDRESS
_____	_____
_____	_____
_____	_____

(2) Packaging, Packing and Marking Inspection

ITEM NO.	PLANT NAME AND ADDRESS
_____	_____
_____	_____
_____	_____

However, the Government reserves the right to inspect and test all supplies at any other place in accordance with the clause entitled Inspection of Supplies - Fixed Price, FAR 52.246-2.

The performance of any work contracted for in any place other than that named above is prohibited unless approved in writing in advance by the Contracting Officer. Full responsibility for fulfillment of the contract will remain with the contractor.

Paragraphs (d) and (e), and paragraph (f) if marked, apply to offers solicited and submitted on the basis of F.O.B. Origin - Shipment on Government Bill of Lading.

(d) Identify below the shipping point at or near the Contractor's or Subcontractor's plant.

ITEM NO.	SHIPPING POINT
_____	_____
_____	_____
_____	_____

PRIVATE RAIL SIDING

- () Yes (State name of carrier)
- () No (State name and address of the nearest public rail siding and the carrier.)

FAR 52.212-3 (continued)

(e) With respect to F.O.B. Origin Offers, Shipment on Government Bill of Lading Offers, the following shall apply:

(1) Subject to the exception provided in (3) below with respect to Alaska and Hawaii, if the destination or tentative destination is within the contiguous 48 states of the continental United States, offerors proposing to furnish supplies originating from outside the said contiguous 48 states or Canada must designate a shipping point within the contiguous 48 states.

(2) Subject to the exception provided in (3) below with respect to Alaska and Hawaii, if the destination or tentative destination is within the states of Alaska or Hawaii, or within Puerto Rico, or within a possession of the United States, offerors proposing to furnish supplies originating from outside the contiguous 48 states of the continental United States or Canada must designate a shipping point within Alaska or Hawaii, within Puerto Rico, or within the possession of the United States, respectively, or within the contiguous 48 states.

(3) SPECIAL RULE FOR ALASKA AND/OR HAWAII. If the destination or tentative destination is

outside Alaska or Hawaii, offerors proposing to furnish supplies originating within Alaska or Hawaii, must designate as their shipping point(s) the port(s) of loading in Alaska or Hawaii, respectively. This rule applies equally to shipments to be made from Alaska to Hawaii and vice versa. (see FAR Clause 52.247-29 entitled "F.O.B. Origin.")

- (4) In (1), (2), or (3) above, the price offered must be a delivered price to the shipping point named, and must include all applicable import duties. It shall be the responsibility of the contractor to provide all necessary facilities and assistance for the performance of the required Government inspection at said shipping point. The contractor's responsibilities from the shipping point shall be as defined in the F.O.B. Origin provisions of this contract. Offers submitted on any other basis will be rejected as nonresponsive.
- (5) Offeror is cautioned to indicate the F.O.B. Origin point on which the offer is based. The following paragraph is applicable only if preceded by an "X" in the block provided therefor:
- (f) Since this solicitation is for requirements contracts (and does not cover a fixed quantity), the offeror, in naming a shipping point in paragraph (d) above, is cautioned as follows:
 - (1) It should not show a quantity applicable to any shipping point named in the offer. If a quantity is shown by the offeror as applicable to a named shipping point, said quantity will be disregarded for offer evaluation purposes.
 - (2) It should not, with respect to any single item, or lot, as applicable, show more than one shipping point. If more than one shipping point is shown by the offeror with respect to any single item/lot, the Government will evaluate the offer for said item/lot on the basis of delivery solely from the point or plant where cost of transportation is most favorable to the Government.

DFARS 252.225-7000 BUY AMERICAN ACT – BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003)

(a) Definitions.

“Domestic end product,” “foreign end product,” “qualifying country,” and “qualifying country end product,” have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation.

The Government -

- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic

end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

(3) The following end products are other foreign end products:

Line Item Number	Country of Origin (If known)
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

DFARS 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

DLAD 52.233-9001 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2001)

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and with legal counsel (see DLA Directive 5145.1). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here []. Alternate wording may be negotiated with the contracting officer.

[Other Required Certifications]

**DFARS 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS –
COMMERCIAL ITEMS (NOV 1995)**

(a) Definitions.

As used in this clause –

(1) “Foreign person” means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) “United States person” is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any

foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it –

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term “supplies” is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The Offeror represents that it –

_____ Does anticipate that supplies will be transported by sea in performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting clause will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.